

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

REGULAR MEETING - TUESDAY, JUNE 24, 2014 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.
 - B. Presentation of information from the Southern Gila County Economic Development Corporation regarding a 2014-2016 work plan and accomplishments to date. **(Neal Jensen)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution 14-06-05 to name a previously unnamed section of road in Tonto Basin as E. Hunter Lane. **(Steve Stratton)**
 - B. Information/Discussion/Action to approve Order No. LL-14-03, an application submitted by Randy D. Nations for a person to person transfer of a Series 6 bar license with an interim permit to operate for Sidewinders Saloon located in Pine. **(Marian Sheppard)**
4. **REGULAR AGENDA ITEMS:**
 - A. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**
Information/Discussion/Action to adopt the Fiscal Year 2014-2015 Annual Tentative Budget for the Gila County Library District. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)
 - B. Information/Discussion/Action to adopt the Fiscal Year 2014-2015 Annual Tentative Budget in the amount of \$94,444,905, authorize the publication of the summary budget, and set the public hearing for July 15, 2014, to adopt the Final Fiscal Year 2014-2015 Gila County Budget. **(Don McDaniel)**

- C. Information/Discussion/Action to provide an update on the activities of the Town of Miami's Cobre Valley Community Transit System; approve an Intergovernmental Agreement (Economic Development Grant) between Gila County and the Town of Miami in the amount of \$31,500, to be paid from the County's 2014-2015 fiscal year budget in order to assist the Town of Miami with its Cobre Valley Community Transit System, specifically, the Dial-A-Ride Program; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Jerry Barnes)**
- D. Information/Discussion/Action to approve the Professional Services Contracts for the various attorneys which the Superior Court in Gila County utilizes on an annual basis. **(Jonathan Bearup)**
- E. Information/Discussion/Action to adopt Resolution No. 14-06-06 whereby the Gila County Board of Supervisors hereby declares its continued support for Gila County to remain in the Cenpatico Behavioral Health of Arizona (Southern Region) geographical service area for the upcoming HF332025 - Greater Arizona Behavioral Health Services Request for Proposal. **(John Marcanti)**
- F. Information/Discussion/Action to adopt Resolution No. 14-06-07 whereby the Gila County Board of Supervisors hereby declares its continued support for Cenpatico of Arizona to remain as the Regional Behavioral Health Authority for Gila County and be awarded the upcoming HF332025 – Greater Arizona Behavioral Health Services Contract. **(John Marcanti)**
- G. Information/Discussion/Action to ratify the submission of a grant application by the Community Services Division, Housing Services to Freeport-McMoRan Copper & Gold (Freeport), which was submitted on February 28, 2014; and to accept a grant award from Freeport in the amount of \$10,000 which will be used during the period of July 1, 2014, through June 30, 2015, to provide minor home repairs to eligible citizens residing in Globe, Miami, and Claypool. **(Malissa Buzan)**
- H. Information/Discussion/Action to adopt Resolution No. 14-06-08 which authorizes the execution of Amendment No. Two to an Intergovernmental Agreement (JPA File No. IGA/JPA 10-230I) between Gila County and the State of Arizona, Department of Transportation for the construction of pedestrian sidewalks along the westerly side of Six Shooter Canyon Road. **(Steve Sanders)**
- I. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 060314-1 for the milling of asphalt for the Gisela Road Project. **(Jeff Hassenius/Steve Stratton)**
- J. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 060214 for the truck haul of asphalt millings to Forest Road 417-Gisela Road. **(Jeff Hassenius/Steve Stratton)**

- K. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 060314 for MC-800TR chip seal oil for Gila County repair and maintenance. **(Jeff Hessenius/Steve Stratton)**

- L. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 042314 for janitorial services for northern Gila County, which includes but is not limited to: the Payson Administration Building; the Gila County Court Complex in Payson; the Health/Rabies/Environmental office; the Community Action and Co-op Extension offices; the Assessor's and Recorder's Offices; and the Payson Sheriff's Office/Jail Administration Building and Justice of the Peace Court. **(Jeff Hessenius/Steve Stratton)**

- M. Information/Discussion/Action to continue this proposal to purchase the NAPA auto parts property at 110 W. Main Street in Payson, Arizona, in an amount not to exceed \$450,500, until after the July 29, 2014, Board of Supervisors' Work Session at which time additional information regarding the Countywide square footage needs will be presented and discussed.
(Don McDaniel/Steve Stratton)

- N. Information/Discussion/Action to adopt Resolution No. 14-06-09, a resolution providing funding to be used for highway and street purposes including costs of right of way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide moneys for said purposes.
(Don McDaniel)

- O. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors)**
Information/Discussion/Action to approve and accept Grant Renewal Amendment GRA-RC029-13-0533-01-Y3 San Carlos Apache Parent Outreach and Awareness which is a "Community-Based Literacy Grant" in the amount of \$70,000 for the period of July 1, 2014, through June 30, 2015.
(Jacque Griffin)

- P. Information/Discussion/Action to approve and accept Grant Renewal Amendment GRA-RC004-14-0616-01-Y2 Gila Parent Outreach and Awareness which is a "Community-Based Literacy Grant" in the amount of \$85,000 for the period July 1, 2014, through June 30, 2015. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and re-convene as the Gila County Board of Supervisors)

- Q. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 041414 for the purchase and delivery of bulk fuel and lubricants; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius)**

R. Information/Discussion/Action to approve Stipulated Judgments in Rim Country Express LLC. v. Gila County, TX 2011-000854, TX 2012-000780, and TX 2013-000666. Pursuant to A.R.S. § 38-431.03(A)(3) the Board may vote to go into executive session to receive legal advice from its attorney. Pursuant to A.R.S. § 38-431.03(A)(4) the Board may vote to go into executive session in order to consider its position and instruct its attorneys regarding the Board's position in settlement discussion to resolve the lawsuit.
(Bryan Chambers)

5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
- A. Approval of an Intergovernmental Agreement for Election Services between the Gila County Recorder's Office and the Town of Payson to provide "Vote by Mail" election services on August 26, 2014, and, if needed, run-off election services on November 4, 2014.
 - B. Approval of Amendment No. 1 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC, to increase the contract amount from \$30,000 to \$70,000 to cover the remainder of the original contract term which expires on January 6, 2015.
 - C. Approval of an Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services for one year from July 1, 2014, to June 30, 2015, with the option for three (3) one (1) year renewals upon mutual agreement of the Parties.
 - D. Approval of the amended amount to the Emergency Management Performance Grant Fund Application in the amount of \$110,000 for FFY2014 for re-submission to Arizona Division of Emergency Management, and approval of the Chairman's signature on the Application.
 - E. Approval of the revised Gila/Pinal Workforce Investment Area Business Plan for the period of July 1, 2014, to June 30, 2017, of which said revisions were requested by the Arizona Department of Economic Security.
 - F. Approval of revisions to the Bylaws of the Gila/Pinal Workforce Investment Board.
 - G. Approval of Amendment No. 4 to Contract No. Gila 10101 between Gila County and Central Arizona College for Program Year 2014, to add carryover funds in the amount of \$590,000 bringing the total contract amount to \$1,432,587, and to extend the contract period to July 1, 2014, through June 30, 2015.

- H. Approval of Amendment No. 4 to Contract No. Gila 10102 between Gila County and Central Arizona Governments for Program Year 2014 to add carryover funds to provide Workforce Investment Act Adult Services in the amount of \$400,000 bringing the total contract amount to \$1,273,579, and to extend the contract period to July 1, 2014, through June 30, 2015.
 - I. Approval of Amendment No. 4 to a Weatherization Low-Income Assistance Agreement (Contract No. LW-ESA-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy and Gila County amending the contract to provide up to \$99,692 to be used to provide weatherization services to eligible citizens residing in Gila County for the period of July 1, 2014, to June 30, 2015.
 - J. Approval of Amendment No. 10 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action/Housing Services, to provide funding in the amount of \$319,381 for the service of Case Management and \$150,000 for the service of Community Services, to be used to provide assistance to eligible citizens residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.
 - K. Acknowledgment of the May 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
 - L. Acknowledgment of the May 2014 monthly activity report submitted by the Payson Regional Constable's Office.
 - M. Acknowledgment of the March 2014 monthly activity report submitted by the Recorder's Office.
 - N. Approval of the May 6, 2014, and May 13, 2014, Board of Supervisors' meeting minutes.
 - O. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 19, 2014 to May 23, 2014; May 26, 2014 to May 30, 2014; and June 2, 2014 to June 6, 2014.
 - P. Approval of finance reports/demands/transfers for the weeks of June 10, 2014, June 17, 2014, and June 24, 2014.
6. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

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

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

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

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

ARF-2315

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 06/24/2014

Reporting Period: June 2014

Submitted For:

Don
McDaniel
Jr.

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

Information

Subject

Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group

Suggested Motion

Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.

ARF-2586

Presentation Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Don Submitted By:

McDaniel
Jr., County
Manager

Sarayl Shunkamolah, Management Associate,
County Manager

Department: County Manager

Information

Request/Subject

Presentation by the Southern Gila County Economic Development Corporation (SGCEDC)

Background Information

At the March 25, 2014, work session, the Board of Supervisors provided support to the Southern Gila County Economic Development Corporation (SGCEDC) by adopting Resolution No. 14-03-08 in support of the SGCEDC Wayfinding and Signage Project.

The SGCEDC will present an update to the Board of Supervisors regarding a 2014-2016 work plan and accomplishments to date.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of information from the Southern Gila County Economic Development Corporation regarding a 2014-2016 work plan and accomplishments to date. **(Neal Jensen)**

Attachments

SGCEDC Presentation

Southern Gila County Economic Development Corporation

The mission of the Southern Gila County Economic Development Corporation (SGCEDC) is to enhance and diversify the economy of Southern Gila County while also implementing Quality of Life Initiatives. SGCEDC also serves as a clearinghouse for organizations with complementary missions serving the area.

Collaborating Community and Economic Development Organizations

SGCEDC does not perform community and economic development activities in a vacuum. Rather, it is the vision of SGCEDC to coordinate and collaborate with many such organizations. A listing of these collaborators is provided in the table below.

SGCEDC Collaborators	
Apache Gold Casino	Arizona Commerce Authority
Asarco LLC	Banks (Bank of America, Bank of the West, Great Western Bank, Wells Fargo Bank,)
Capstone Mining Corp	Central Arizona Governments
City of Globe	The Cobra Valley Regional Medical Center
Copper Corridor Economic Development Coalition	Freeport-McMoRan Copper & Gold
Gila Community College	Gila County Cattle Growers Assoc.
Gila County Fair and Racing Commission	Gila County Schools (Globe Unified School District #1, Hayden-Winkelman School District #41, Miami Unified School District, San Carlos Unified School District #20,)
Gila County	Globe Main Street Program
Globe-Miami Regional Chamber of Commerce	Miami Genesis Committee
Resolution Copper Mining	San Carlos Economic Development
Town of Miami	Town of Winkelman
Town of Hayden	Tri-City Regional Sanitation District
University of Arizona Cooperative Extension	Arizona Public Service
Industrial Development Authority of Gila County	Genesee Wyoming/ Arizona Eastern Railway

Transformation of SGCEDC = Increase the organization's capacity

- Establish clear and transparent goals, policies and records for the organization
- Create a long-term operations plan that articulates the roles and expectations of staff, board members and partners
- Define the role of SGCEDC in the broader community and economic development context of Southern Gila County
- Position, brand and operate SGCEDC
- Proactively communicate the activities and accomplishments of SGCEDC

Community and Economic Development Context

Strategies		
Strategy Name	Globe	Miami
Business Retention and Expansion	S (Secondary)	P (Primary)
Downtown Development	S	S
Infrastructure Development	S	S
Local/Regional Tourism	S	S
Pass-through Visitor Services	S	S
Value-added Mining	P	S
Cultural Tourism	S	-
Attracting Retirees	S	-
Education Development	S	-
Workforce Retention	S	-
Attracting Government Funding	-	S

Quality of Life Initiatives		
Housing	P	S
Healthcare/Wellness	S*	P
Child Care	S	-
Recreation	S	-
Walkability	S	-
Crime/Substance Abuse	S	-
Volunteerism	S	-
Blight	-	S
Lack of Businesses and Services	-	S
Walking Path, Amphitheater, Museum, Raising Expectations	-	S

2014-2016 Work Plan

Administrative Tasks

- Organizational Development and By-Laws
- Development of Organizational/Regional Brand
- Prospect Management System (including a current asset inventory)

2014-2016 Work Plan

Development Activities

- Business Retention and Expansion
 - Revolving Loan Fund
 - Copper Circle Wayfinding and Signage Project
- Value-Added Mining
- Housing
- Workforce Attraction and Retention
 - Community Beautification Initiative
- Infrastructure (including transportation and wastewater treatment in unincorporated areas)

Accomplishments to date

- Strategic Plan coordinated with Globe General Plan and Miami Economic Development Plan
- New By-laws and organizational structure
- Prospect Management System
- Two Grant applications - One awarded directly to Globe for \$360,000. One awarded to the SGCEDC for \$55,000.
- Three official Prospect RFI responses on behalf of Globe
- Six revolving loan accounts totaling \$135,000 directly to businesses in Globe, Miami and Payson.
- Assistance with successful location of one new business in Globe
- Business Retention and Expansion survey

What's Ahead?

- One active prospect - Project Valor
- Inventory of available land/business within Globe
- Leadership role in Infrastructure Development for Freeport Community Panel Priority
- Freeport CIF - Wayfinding and Signage Project
- Branding and Marketing Campaign

ARF-2589

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Steve McGill, Rural Addressing Analyst, Public Works Division

Department: Public Works Division

Information

Request/Subject

Resolution 14-06-05 to name a previously unnamed section of road in Tonto Basin as E. Hunter Lane.

Background Information

On April 30, 2014, Gila County resident Darin Denning contacted Rural Addressing to inquire about naming an easement adjacent to his property. A road naming petition was provided requiring 75% of the affected parcel owners in agreement. On May 15, 2014, Mr. Denning returned the petition with 100% of affected parcel owners in agreement of the name Hunter Lane.

Evaluation

The unnamed road branches east off of S. Grimes Road in the Tonto Basin area and is identified as PT NW 1/4 Section 13 T6N R10E. The County Rural Addressing Analyst determined the GPS location and appropriately mapped the roadway. A map is attached.

Conclusion

Per the Gila County Street Naming and Property Numbering Ordinance No. 11-03, a public notice was mailed to property owners. Included in the public notice was the proposed name of E. Hunter Lane, map of the area, date for filing objections and the date scheduled for the Board of Supervisors hearing. No objections were received.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution 14-06-05 naming a previously unnamed section of road in Tonto Basin as E. Hunter Lane.

Suggested Motion

Information/Discussion/Action to adopt Resolution 14-06-05 to name a previously unnamed section of road in Tonto Basin as E. Hunter Lane.

(Steve Stratton)

Attachments

Resolution 14-06-05

Signed Petition

Letter to Residents

Public Notice

Map



RESOLUTION NO. 14-06-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD TO BE CALLED E. HUNTER LANE

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

WHEREAS, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

E. Hunter Lane – PT NW ¼ SEC 13 T6N R10E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

PASSED AND ADOPTED this 24th day of June 2014.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

GILA COUNTY RURAL ADDRESSING

Please Return To:

STEVEN MCGILL, RURAL ADDRESSING ANALYST
 GILA COUNTY 911 RURAL ADDRESSING
 745 N ROSE MOFFORD WAY, GLOBE.AZ. 85501

**PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE
 RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE**

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

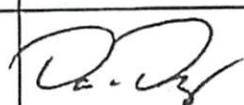
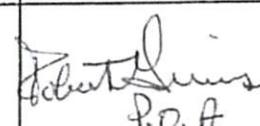
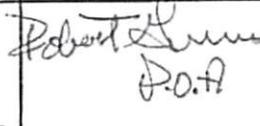
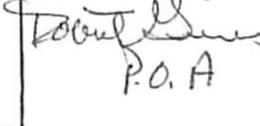
PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASEMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: HUNTER LN

PROPOSED ROAD NAME #2: DENNING LN

PROPOSED ROAD NAME #3: _____

	Owner Mailing Address	APN (Parcel #)	Owner Ph #	Signature (Owner)
1.	3313 E RED OAK LN GILBERT AZ 85247	201-06-173C	480- 215- 1759	
✓ 2.	GRIMES ROBERT & FRANCES TRUST 2629 E RIDGECREST RD CAVECREEK AZ 85331	201-06-173D	480- 621- 5662	 ✓
✓ 3.	GRIMES ROBERT & FRANCES TRUST 2629 E RIDGECREST RD CAVECREEK AZ 85331	201-06-173E	480- 621- 5662	 ✓
✓ 4.	GRIMES ROBERT & FRANCES TRUST 2629 E RIDGECREST RD CAVECREEK AZ 85331	201-06-173F	480- 621- 5662	 ✓
5.				
6.				

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

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

JOHN D. MARCANTI, District III
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.
County Manager

STEVE STRATTON
Director

STEVE SANDERS
Deputy Director

Gila County Public Works Division
9-1-1 Rural Addressing
745 N. Rose Mofford Way, Globe Arizona 85501

May 15, 2014

Dear Gila County Resident:

Gila County is in the process of naming a road in your area based on a petition submitted to our office.

Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03. In order to accomplish this, Gila County Rural Addressing has included a public notice informing you of the proposed name of **E. Hunter Lane**, a sketch of the road in question, a date for filing objections and the date scheduled for the hearing.

Please feel free to contact our Rural Addressing Analyst, Steve McGill at (928) 402-8597 with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

A handwritten signature in cursive script that reads 'Steve McGill'.

Steve McGill
Rural Addressing Analyst

cc/file

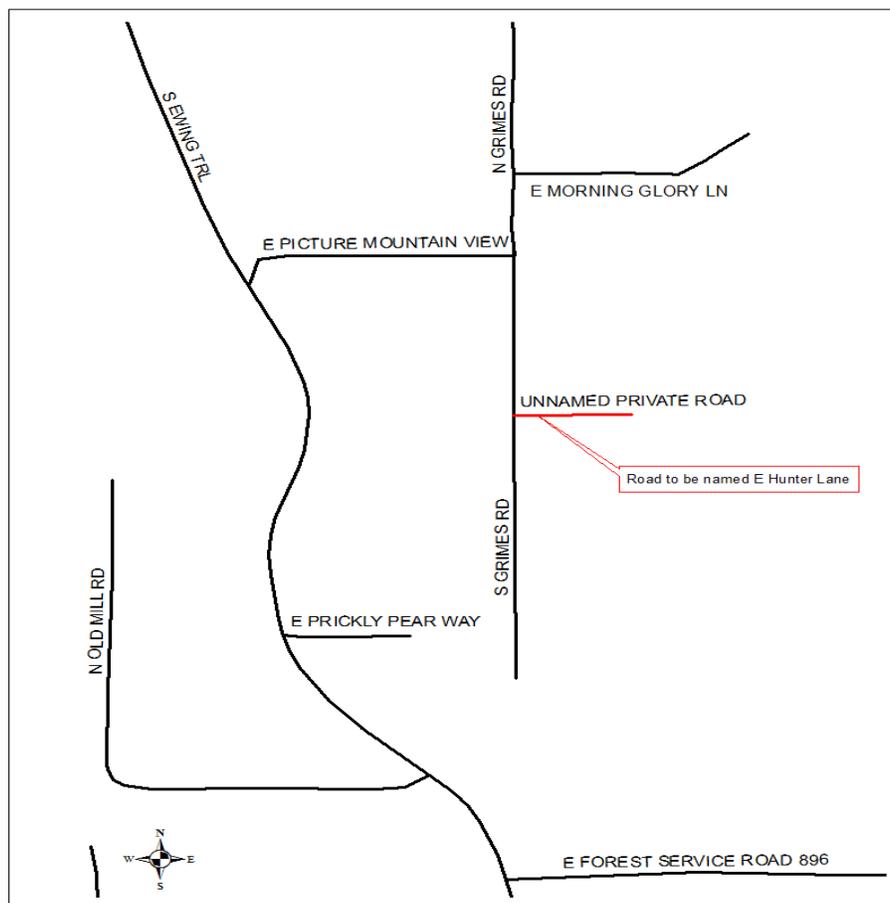
PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of unnamed road in the Tonto Basin area. The road will be named to: **E HUNTER LANE**.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Monday, June 2nd, 2014 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name **E HUNTER LANE** is scheduled for June 24, 2014 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:
Steven McGill/Rural Addressing
745 N Rose Mofford Way
Globe AZ 85501
1(928) 402-8597



N OLD MILL RD

S EWING TRL

N GRIMES RD

E MORNING GLORY LN

E PICTURE MOUNTAIN VIEW

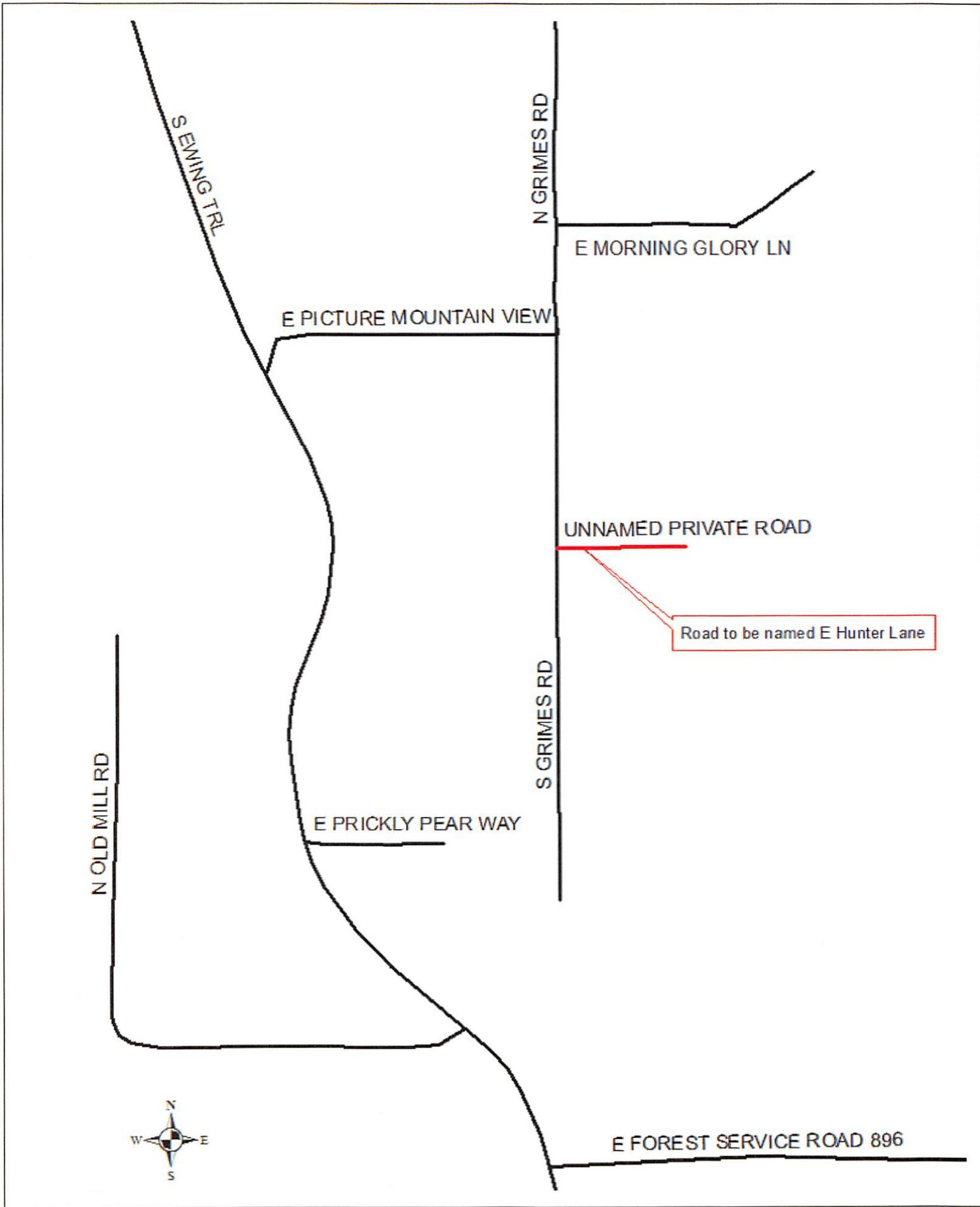
UNNAMED PRIVATE ROAD

Road to be named E Hunter Lane

S GRIMES RD

E PRICKLY PEAR WAY

E FOREST SERVICE ROAD 896



ARF-2534

Public Hearing 3. B.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Marian Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk
of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Public Hearing-Order No. LL-14-03, a Liquor License Application for Sidewinders Saloon

Background Information

Randy D. Nations has submitted an application to the State Department of Liquor Licenses and Control (Department) for a person to person transfer of a Series 6 bar license with an interim permit to operate for Sidewinders Saloon located in Pine. The current license owner is Carol Lee Giannndrea, Owner. Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

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

Evaluation

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

Conclusion

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

Recommendation

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

Suggested Motion

Information/Discussion/Action to approve Order No. LL-14-03, an application submitted by Randy D. Nations for a person to person transfer of a Series 6 bar license with an interim permit to operate for Sidewinders Saloon located in Pine.
(Marian Sheppard)

Attachments

LL-14-03 Liquor License Application

Interoffice Memorandums

Affidavit of Posting

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

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 06040050

1. Type of License(s): Series 06

Department Use Only

2. Total fees attached: \$

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

Owner/Agent's Name: Mr. Nations, Randy D.
Corp./Partnership/L.L.C.: Arizona Sidewinders LLC
Business Name: Sidewinders Saloon
Principal Street Location: 6112 W. Hardscrabble Rd., Pine City, Gila County, 85244
Business Phone: 928-476-6434 Daytime Phone: 480-730-2675 Email: miranda@azlic.com
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address: PO Box 2502 Chandler Arizona 85244
Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: Application 100 Interim Permit 100 Site Inspection 44.00 Finger Prints 244.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: m.c Date: 4/29/2014 Lic. # 06040050

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06040050
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Carol E. Giannone, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X Carol E. Giannone
(Signature)

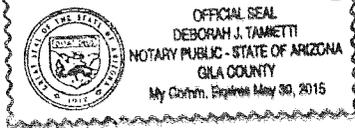
State of AZ County of GILA

The foregoing instrument was acknowledged before me this

25 day of March 2014
Day Month Year

Deborah J. Tammett
(Signature of NOTARY PUBLIC)

My commission expires on: 5-31-2015



SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

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

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: Arizona Sidewinders LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 03/04/14 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1909350-6 Date authorized to do business in AZ: 03/07/14
5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Arizona Business Ventures Inc.			Man Mem	3001 E. Camelback Rd. Ste. 130 Phoenix, Arizona 85016	
B 1052270					

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Arizona Business Ventures Inc.			100%	3001 E. Camelback Rd. Ste. 130 Phoenix, Arizona 85016	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Arizona Sidewinders
LLC

Arizona Business
Ventures Inc.
Managing Member
100%

Maher Hazine
Director
50%

Kim Hazine
Director
50%

PI 071532

PI 071531

14 APR 29 14: 41: 41Z

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

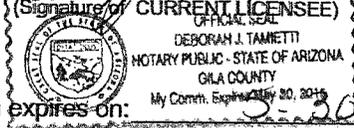
Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: Giandrea Carol Lee Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: Andeamo LLC
(Exactly as it appears on license)
- 3. Current Business Name: Sidewinders
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 6112 W. Hardscrabble Rd.
City, State, Zip Pine, Arizona 85544
- 5. License Type: Series 06 License Number: 06040050
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street PO Box 1137
(Other than business) City, State, Zip Pine, Arizona 85544
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Carol Lee Giandrea, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Carol Lee Giandra, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

Carol Lee Giandrea
(Signature of CURRENT LICENSEE)



My commission expires on: 3-30-2015

State of Az County of GILA
The foregoing instrument was acknowledged before me this 25 Day March Month 2014 Year
Deborah J. Tamietti
(Signature of NOTARY PUBLIC)

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

Two Hundred Twelve Thousand Seven Hundred Fifty Dollars And No Cents lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Andeamo, LLC, an Arizona Limited Liability Company

hereby grants, bargains, sells and transfers unto the BUYER:

Arizona Sidewinders, LLC, an Arizona Limited Liability Company

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain business known as, **Sidewinders Saloon**, presently located at, **6112 W. Hardscrabble Road, Pine, AZ 85544**, and all right, title and interest in and to all assets described in the Purchase Agreement, including but not limited to, the business trade name, trade style, goodwill, leasehold interest and improvements, covenant not to compete, inventory, State of Arizona Liquor License #06040050, and that certain equipment per the attached Exhibit "A", which exhibit is incorporated herein by reference.

This Bill of Sale is conditional on and subject to the liens, terms and conditions imposed by that certain promissory note and chattel security agreement by and between the Buyer and Seller or assignee entered into this same date.

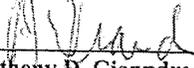
FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

The effective date of this Bill Of Sale shall be April 1, 2014.

DATED: March 31, 2014

Andeamo, LLC, an Arizona Limited Liability Company

By: **The Giannndrea Family Living Trust, dated September 2, 2008, Member**



Anthony D. Giannndrea, Trustee



Carol L. Giannndrea, Trustee

State of ARIZONA }ss:
County of Gila

On March ³¹ 28, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anthony D. Giannndrea, Trustee and Carol L. Giannndrea, Trustee personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Notary Public



Escrow No.: 00143177

14 APR 29 11:41 AM '14

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

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

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

14 APR 29 11:41 AM '12

1. Distance to nearest school: 1,056 ft. Name of school Pine Elementary School
Address 3868 Pine Creek Place Pine, Arizona 85544
City, State, Zip _____
2. Distance to nearest church: 1,108 ft. Name of church New Life Foundation
Address 50673 N. Highway 87 Strawberry, Arizona 85544
City, State, Zip _____
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name Hardscrabble Investments Inc.
Address PO Box 209 Pine, Arizona 85544
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 3,000.00 What is the remaining length of the lease 10 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other Still owe term
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 63,825.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Andeamo	LLC		63,825.00	PO Box 1137 Pine, Arizona	85544	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Bar/Restaurant

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 06040050 (exactly as it appears on license) Name Carol Lee Giannndrea

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

[Handwritten Signature]
applicants initials

SECTION 15 Diagram of Premises

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

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

Diagram attached

14 APR 25 10:10:11 AM '12

SECTION 16 Signature Block

I, Randy D. Nations, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

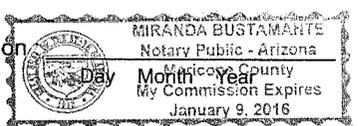
X *Randy D Nations*
(signature of applicant listed in Section 4, Question 1)

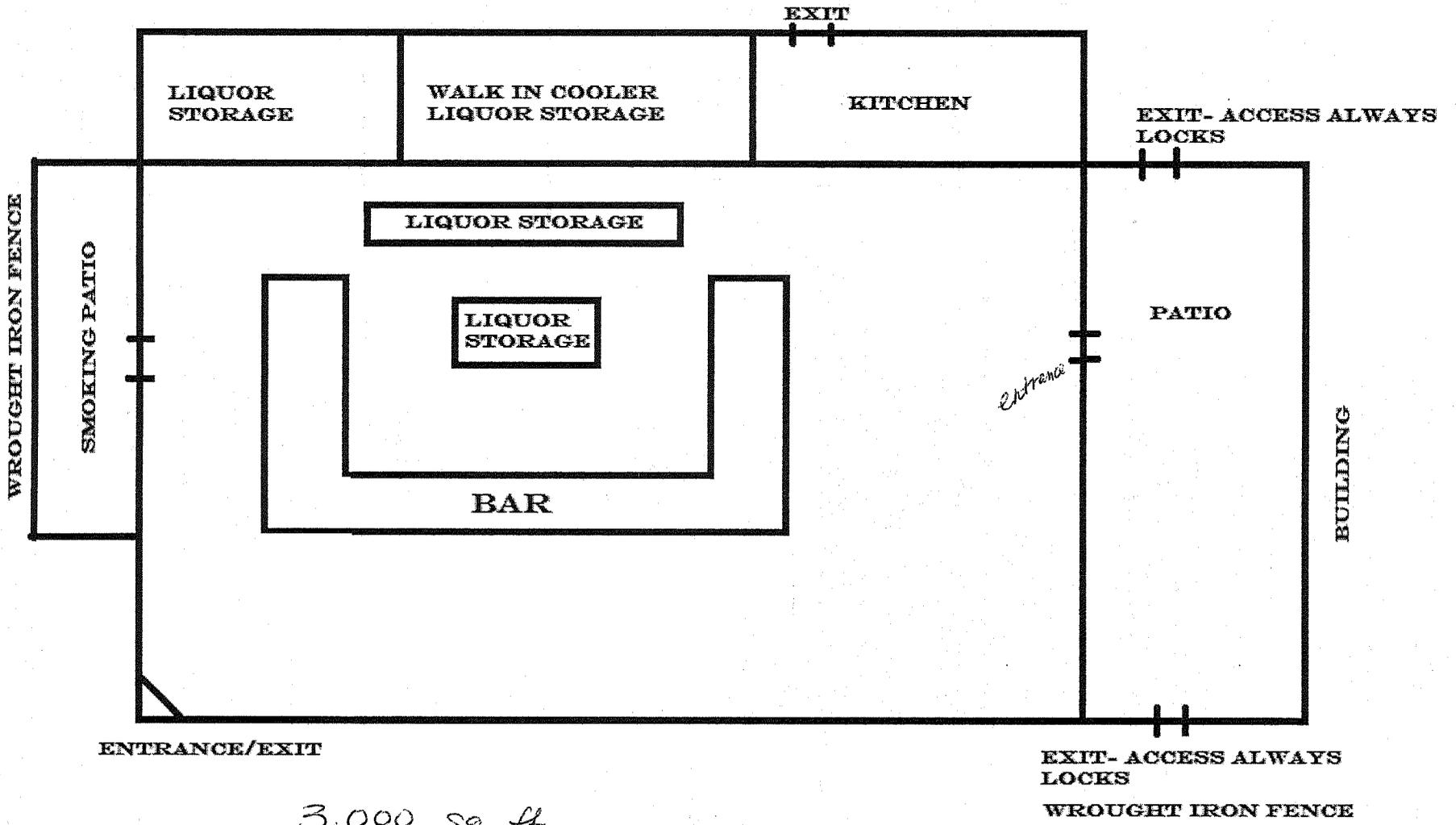
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this
28th of April, 2014
Day Month Year

Miranda Bustamante
signature of NOTARY PUBLIC

My commission expires on





14 APR 29 11:47 AM 4:12

RECEIVED
MAY 15 2014
BY: *SB*



INTEROFFICE MEMORANDUM

DATE: May 12, 2014
TO: Scott Buzan, Chief Building Official
FROM: Marian Sheppard, Clerk of the Board *JK*
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on April 29, 2014. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

Applicant: Randy D. Nations
No. /Type: Series 6 - Bar
Business Name: Sidewinders Saloon
Location: 6112 W. Hardscrabble Rd., Pine, Az. 85544
Current License Owner: Carol Lee Giannndrea
Location of License: 6112 W. Hardscrabble Rd., Pine, Az. 85544

Please indicate (below) whether this application meets zoning and building clearances and return to Marian Sheppard as soon as possible.

This applicant does meet/does not meet the County's Building Code clearance requirements for this establishment.

Signed: *[Signature]* 5/19/14

Comments: ONE OPEN PERMIT TO ENLARGE

THE SMOKING PATIO ISSUED 5/7/14



INTEROFFICE MEMORANDUM

DATE: May 12, 2014

TO: Michael O'Driscoll
Health and Emergency Services Division Director

FROM: Marian Sheppard, Clerk of the Board *MS*

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on April 29, 2014. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

Applicant:	Randy D. Nations
No./Type:	Series 6 - Bar
Business Name:	Sidewinders Saloon
Location:	6112 W. Hardscrabble Rd., Pine, Az. 85544
Current License Owner:	Carol Lee Giannndrea
Location of License:	6112 W. Hardscrabble Rd., Pine, Az. 85544

Please indicate (below) if there are permitting issues or concerns within your department that are related to this business and return to Marian Sheppard as soon as possible.

No pending issues.

Issues pending, as follows:

Signed: *Michael O'Driscoll, Director*



INTEROFFICE MEMORANDUM

DATE: May 12, 2014

TO: Sarah White, Chief Administrative Officer

FROM: Marian Sheppard, Clerk of the Board *JSK*

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on April 29, 2014. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

I've attached a copy of the Application for Liquor License, Notice, and Affidavit of Posting pertaining to the following:

Applicant:	Randy D. Nations
No./Type:	Series 6 – Bar
Business Name:	Sidewinders Saloon
Location:	6112 W. Hardscrabble Rd., Pine, Az. 85544
Current License Owner:	Carol Lee Giannndrea
Location of License:	6112 W. Hardscrabble Rd., Pine, Az. 85544

Please post the Notice and Application for Liquor License **INSIDE THE ESTABLISHMENT FACING OUT TOWARD THE PUBLIC** for a period of 20 days. If access to the establishment cannot be obtained, the Notice and Application must be posted in a conspicuous place on the front of the premises where the business is proposed to be conducted. It is important to note that every attempt should be made to post the Notice and Application inside the establishment to prevent the paperwork from being blown away or being removed by an unauthorized person.

POST THE APPLICATION DIRECTLY UNDER THE NOTICE.

May 12, 2014
Gila County Sheriff's Office
Page Two

Please direct the deputy to immediately notify Sarah White at the Globe Sheriff's Office of the posting date. Sarah can be reached at (928) 425-3231 ext. 8572.

After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21st day or after, not the 20th day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting form and all of the paperwork should be immediately sent to Ms. White, who will record the removal date and then forward all paperwork including this letter signed by the Sheriff to the Clerk of the Board.

I can be contacted at (928) 402-8757 if you have questions.

THE APPLICATION FOR LIQUOR LICENSE AND NOTICE WERE POSTED AT THE ABOVE ADDRESS FOR A PERIOD OF TWENTY DAYS AS REQUIRED BY LAW.

Signed: FOR SHERIFF ADAM SHEPHERD
CHIEF DEPUTY *[Signature]*
Sheriff Adam Shepherd

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 5-30-14 Date of Posting Removal: 6/20/14

Applicant Name: Nations Randy D.
Last First Middle

Business Address: 6112 W. Hardscrabble Rd. Pine, AZ 85544
Street City Zip

License #: 06040050 LL-14-03

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

Gilbert Olivarez Deputy Sheriff (928) 701-1550
Print Name of City/County Official Title Telephone #

Melvin Alvarez 6/20/14
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

ARF-2617

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 06/24/2014

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Library District FY 2014-2015 Tentative Budget Adoption

Background Information

Arizona Revised Statutes - Chapter 17-Levy, Article 3-Local Government Budget Process outlines the budget requirements and timelines for each county's and incorporated city's and town's budgets.

For the Gila County Library District, the process includes the Library District Board of Directors adopting a tentative budget and; thereafter, at a future Board meeting, adopting a final budget.

The Library District's budget is included in the entire budget for Gila County.

Evaluation

In Gila County, the Board of Supervisors acts as the Board of Directors for the Gila County Library District. In order to adopt the Library District's annual tentative budget for fiscal year 2014-2015, the Board of Supervisors must adjourn as the Board of Supervisors, convene as the Library District Board of Directors and then take an official action to adopt that tentative budget.

Conclusion

An overview of the proposed tentative budget will be given by Jacque Griffin, Gila County Assistant Manager/Librarian, to the Board of Directors. After a discussion, the Library District Board of Directors will consider adopting the proposed tentative budget.

Recommendation

N/A

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to adopt the Fiscal Year 2014-2015 Annual Tentative Budget for the Gila County Library District. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

ARF-2582

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Marian Sheppard, Clerk, BOS, Clerk of the Board of Supervisors

Department: Finance Division

Fiscal Year: FY2015 Budgeted?: Yes

Contract Dates FY 2015 Grant?: No

Begin & End:

Matching Requirement?: No Fund?: Replacement

Information

Request/Subject

Gila County FY 2014-2015 Tentative Budget Adoption

Background Information

Arizona Revised Statutes - Chapter 17-Levy, Article 3-Local Government Budget Process outlines the budget requirements and time lines for each county's and incorporated city's and town's budgets.

The budget process is for the Board of Supervisors to first adopt a tentative budget and at a future meeting to adopt the final budget. There are also statutory newspaper publication requirements to be applied after the tentative budget has been adopted and before the final budget is adopted.

Evaluation

N/A

Conclusion

An overview of the proposed tentative fiscal year 2014-2015 budget for Gila County will be presented by Don McDaniel, County Manager. After a discussion, the Board of Supervisors will consider adopting the proposed tentative budget.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to adopt the Fiscal Year 2014-2015 Annual Tentative Budget in the amount of \$94,444,905, authorize the publication of the summary budget, and set the public hearing for July 15, 2014, to adopt the Final Fiscal Year 2014-2015 Gila County Budget. **(Don McDaniel)**

Attachments

FY 2015 Gila County Tentative Budget



Gila County Arizona



GILA COUNTY ARIZONA

Annual Tentative Budget

Fiscal Year 2015

July 1, 2014 – June 30, 2015





Gila County Arizona

Annual Tentative Budget Fiscal Year 2015 (July 1, 2014 – June 30, 2015)

GILA COUNTY BOARD OF SUPERVISORS

Tommie Martin
District 1



Michael Pastor
Chairperson
District 2



John Marcanti
District 3



Don E. McDaniel, Jr.
County Manager

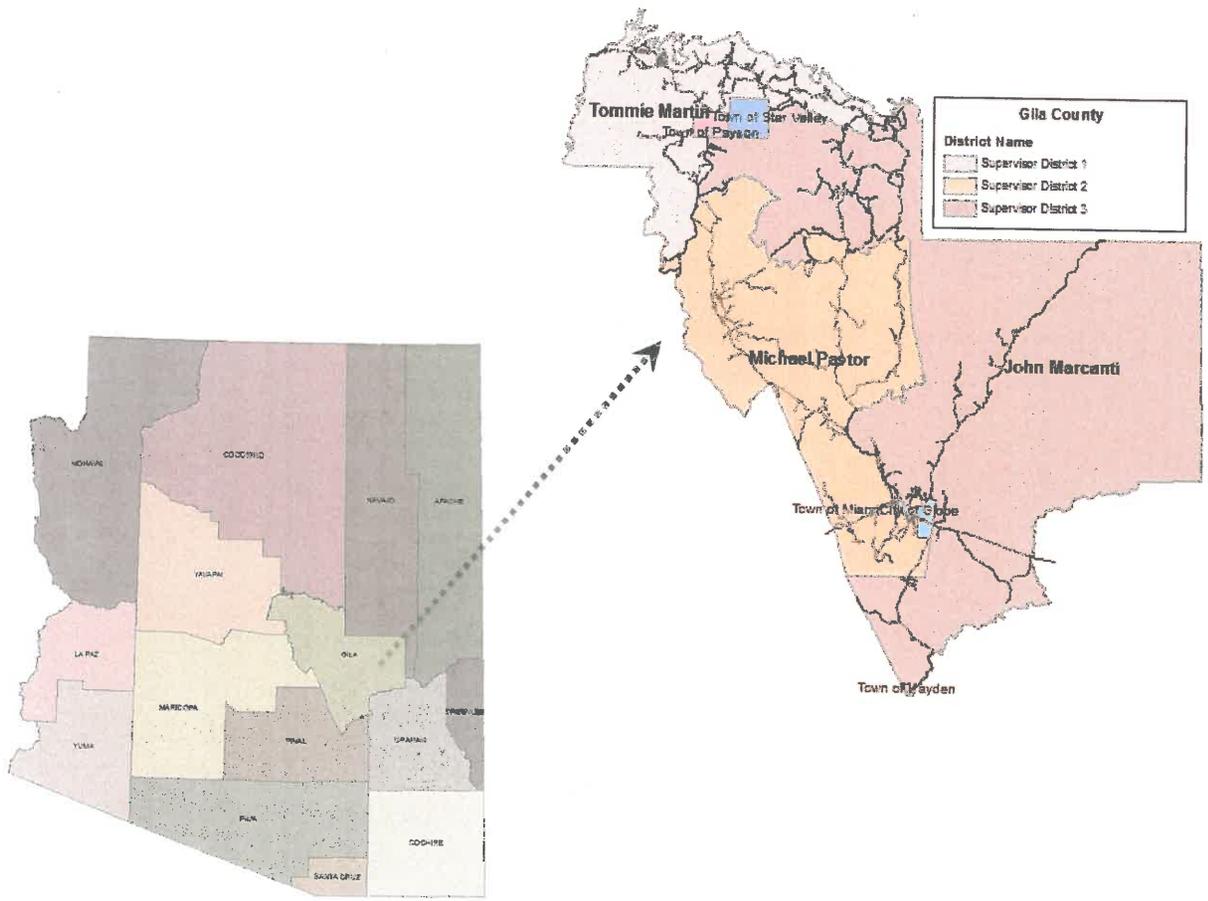
Jeff Hassenius
Finance Director

Budget Team
Stacie Allison
Linda Eastlick
Jacque Griffin

www.gilacountyaz.gov



GILA COUNTY SUPERVISOR DISTRICTS





Gila County Arizona

Countywide Goals

- ❖ Maintain and enhance our **Financial Sustainability**.
- ❖ Improve our commitment to **Organizational Development** by supporting the highest level of management principles and practices.
- ❖ Provide a safe and **Secure Workplace** environment for employees and residents.
- ❖ Ensure a **Healthy Environment** within Gila County and promote healthy lifestyles for residents.
- ❖ Guarantee that Gila County is a **Safe County** in which visitors, businesses and residents can live, work and play.
- ❖ Foster a comprehensive county wide commitment to superior **Communications** to our tax payers, citizens and visitors as well as our employees and contractors.
- ❖ Support economic expansion, growth and diversification so that Gila County is recognized as place of **Economic Opportunity**.

Leadership Principles

- "Do the right thing" for the employees.
- Be the best source to those who look to you for information.
- Adopt and implement an open-door policy.
- Plan for accomplishment.
- Promote and expect job ownership.
- "Do the right thing" for the citizens.
- See Gila County citizens as customers.
- Strive for 100% customer satisfaction.
- Be cost conscious in your decisions.
- Support County Policy.
- Be willing to take prudent risks.
- "Do the right thing" for yourself



Gila County Arizona

County Officials

Board of Supervisors

District 1..... Tommie Martin, Vice Chairperson
 District 2..... Michael Pastor, Chairperson
 District 3..... John Marcanti
 County Manager..... Don E. McDaniel, Jr.
 Assistant County Manager..... Jacque Griffin
 Clerk of the Board..... Marian Sheppard

Elected Officials

Clerk of the Superior Court..... Anita Escobedo
 Constable (Globe)..... Jesse Bolinger
 Constable (Payson)..... Colt White
 County Assessor..... Deborah Hughes
 County Attorney..... Bradley Beauchamp
 County Recorder..... Sadie Jo Bingham
 County Sheriff..... Adam Shepherd
 County Superintendent of Schools..... Linda O'Dell
 County Treasurer..... Debora Savage
 Justice of the Peace Globe..... Gary Goettman
 Payson..... Dorothy Little
 Superior Court Division I..... Peter J. Cahill
 Division II..... Robert Duber II

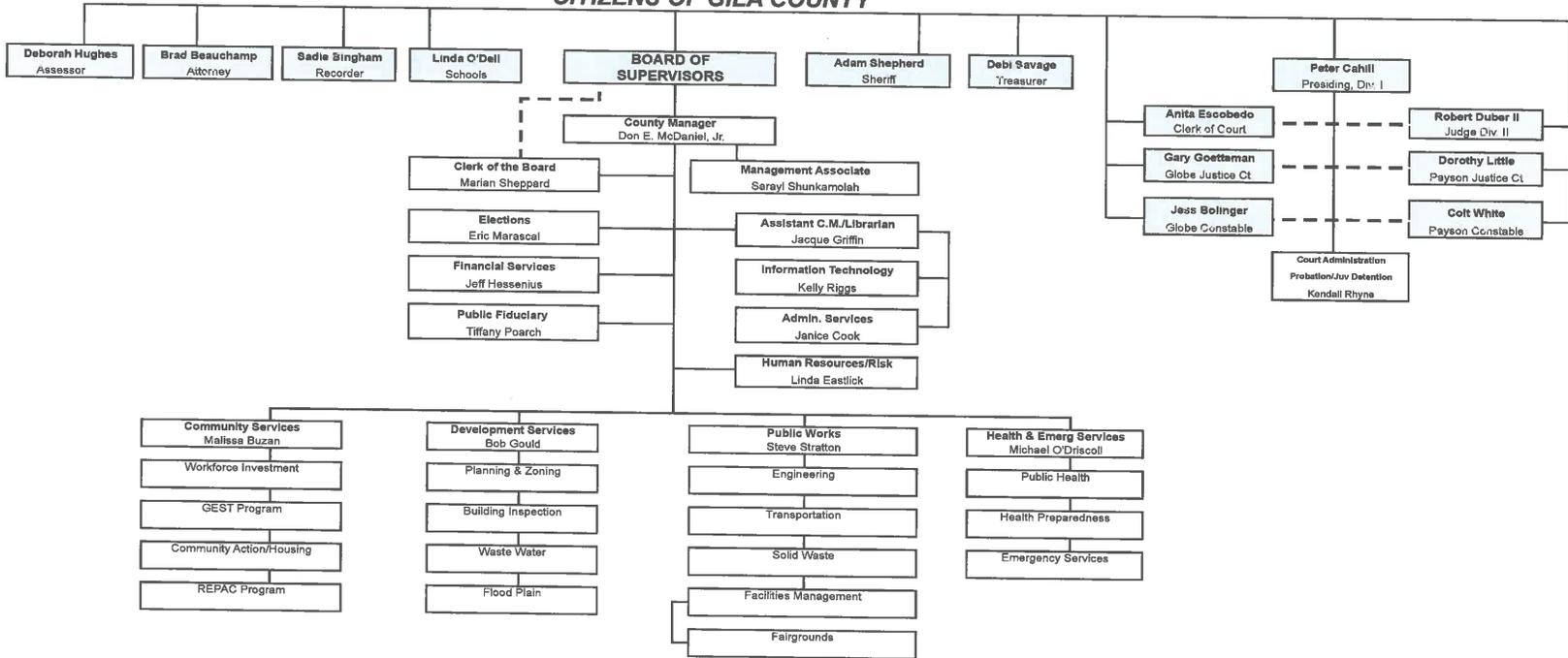
Appointed Department Heads

Adult Probation (Chief Probation Officer)..... Kendall Rhyne
 Community Development..... Robert A. Gould
 Community Services..... Malissa Buzan
 Court Administrator..... Kendall Rhyne
 Elections..... Eric Mariscal
 Health and Emergency Services..... Michael O'Driscoll
 Human Resources/Risk Management..... Linda Eastlick
 Finance Director..... Jeff Hessenius
 Information Technology..... Kelly Riggs
 Public Fiduciary..... Tiffany Poarch
 Public Works..... Steve Stratton



Gila County Arizona

CITIZENS OF GILA COUNTY





Gila County Arizona

Schedule A

Summary Schedule of Estimated Revenues and Expenditures/Expenses



GILA COUNTY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2014	ACTUAL EXPENDITURES/EXPENSES** 2014	FUND BALANCE/ NET POSITION*** July 1, 2014**	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/EXPENSES 2015
						SOURCES	<USES>	IN	<OUT>		
1. General Fund				Primary:							
1b Cash Flow Reserve	\$ 36,031,855	\$ 32,085,062	\$ 5,766,569	\$ 17,434,578	\$ 16,958,868			\$ 5,929,753		\$ 34,230,262	\$ 34,230,262
1c Rainy Day Reserve	\$ 5,000,000		\$ 5,000,000							\$ 5,000,000	\$ 5,000,000
2. General Fund - Override Election	\$ 5,000,000		\$ 5,000,000							\$ 5,000,000	\$ 5,000,000
3. Total General Fund				Secondary:							
4. Special Revenue Funds	46,031,855	32,085,062	15,766,569	17,434,578	16,958,868			5,929,753		44,230,262	44,230,262
5. Debt Service Funds Available	36,374,757	22,244,577	15,139,978	859,201	17,724,074			2,186,787	455,586	35,454,454	35,454,454
6. Less: Amounts for Future Debt Retirement	628,150	628,150						628,150		628,150	628,150
7. Total Debt Service Funds											
8a. Capital Projects Funds	628,150	628,150						628,150		628,150	628,150
8b. CIP Reserve	3,420,100	1,674,283	1,529,553		380,000			1,978,859		3,888,412	3,888,412
9. Permanent Funds	3,600,000		3,600,000					50,000		3,600,000	3,600,000
10. Enterprise Funds Available	1,791,337	1,670,838			302,320			1,681,543		1,993,863	1,993,863
11. Less: Amounts for Future Debt Retirement	3,405,826	1,045,735	2,999,764		1,800,000				150,000	4,649,764	4,649,764
12. Total Enterprise Funds											
13. TOTAL ALL FUNDS	95,252,025	59,348,645	39,035,884	18,293,779	37,165,262			6,535,339	6,535,339	94,444,905	94,444,905

EXPENDITURE LIMITATION COMPARISON

	2014	2015
1. Budgeted expenditures/expenses	\$ 95,252,025	\$ 94,444,905
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items		
4. Less: estimated exclusions	95,252,025	94,444,905
5. Amount subject to the expenditure limitation	57,000,000	57,000,000
6. EEC expenditure limitation	\$ 38,252,025	\$ 37,444,905
	\$ 40,004,813	\$ 39,647,682

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).



Schedule B

Tax Levy and Tax Rate Information

GILA COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2015

	2014	2015
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>26,747,779</u>	\$ <u>25,789,859</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>18,378,381</u>	\$ <u>17,434,578</u>
B. Secondary property taxes		
General Fund - Override election	\$ _____	\$ _____
Public Library	<u>880,589</u>	<u>838,515</u>
Pine SLID	<u>2,040</u>	<u>2,026</u>
East Verde SLID	<u>4,889</u>	<u>3,756</u>
Miami Garden SLID	<u>2,321</u>	<u>3,290</u>
Apache Hills SLID	<u>1,022</u>	<u>978</u>
Upper Glendale SLID	<u>1,877</u>	<u>1,822</u>
Midland City/Central Heights SLID	<u>10,842</u>	<u>11,592</u>
Claypool SLID	<u>22,263</u>	<u>25,688</u>
Fire District Assistance Tax	<u>440,188</u>	<u>419,258</u>
Total secondary property taxes	\$ <u>1,366,031</u>	\$ <u>1,306,925</u>
C. Total property tax levy amounts	\$ <u>19,744,412</u>	\$ <u>18,741,503</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>17,392,562</u>	
(2) Prior years' levies	<u>527,257</u>	
(3) Total primary property taxes	\$ <u>17,919,819</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>876,153</u>	
(2) Prior years' levies	<u>22,483</u>	
(3) Total secondary property taxes	\$ <u>898,636</u>	
C. Total property taxes collected	\$ <u>18,818,455</u>	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	<u>4.1900</u>	<u>4.1900</u>
(2) Secondary property tax rate		
General Fund - Override election	_____	_____
Public Library	<u>0.2000</u>	<u>0.2000</u>
Fire District Assistance Tax	<u>0.1000</u>	<u>0.1000</u>
(3) Total county tax rate	<u>4.4900</u>	<u>4.4900</u>
B. Special assessment district tax rates		
Secondary property tax rates		
Pine SLID	<u>0.1570</u>	<u>0.1570</u>
East Verde SLID	<u>0.2240</u>	<u>0.2240</u>
Miami Garden SLID	<u>0.8750</u>	<u>0.8750</u>
Apache Hills SLID	<u>0.9210</u>	<u>0.9210</u>
Upper Glendale SLID	<u>1.6380</u>	<u>1.6380</u>
Midland City/Central Heights SLID	<u>0.3050</u>	<u>0.3050</u>
Claypool SLID	<u>0.0560</u>	<u>0.5060</u>

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.



Schedule C

Summary by Fund Type of Revenue Other Than Property Taxes

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2014	2014	2015
GENERAL FUND			
Taxes			
Auto Lieu	\$ 1,500,000	\$ 1,354,656	1,556,944
State Shared Sales Tax	4,900,000	4,644,936	4,956,150
1/2 Cent County Sales Tax	2,600,000	2,664,101	2,600,000
Licenses and permits			
Building Permits	195,000	159,053	175,000
Mobile Home Permits	5,000	9,360	8,000
Planning & Zoning	8,000	12,981	15,000
Septic/Alt. Sewage Permits	48,000	94,355	105,000
Business/Franchise Licenses	80,000	74,936	80,000
Intergovernmental			
Federal In Lieu Public Lands	3,197,536	3,164,042	3,200,905
SRP In Lieu	185,000	181,788	185,000
State Shared Liquor Licenses	12,000	11,210	12,000
State Shared Lottery share	550,000	550,038	550,000
Child Support Entitlement Reimb	650,000	648,537	600,000
Intergovernmental Agreements	10,500	10,500	10,500
IGA JP Municipality Admn Court	323,000	297,458	323,000
IGA Sheriff Patrol	466,273	466,273	466,273
IGA Sheriff Detention	24,772	24,772	24,772
Federal Grants-Emerg Srvc	110,000	110,000	110,000
Rural Addressing	5,000	20	5,000
Charges for services			
Clerk of the Court Fees	270,000	270,000	270,000
Justice Court Fees	118,000	101,092	118,000
Recorder Fees	120,000	120,837	120,000
Correctional Housing	80,000	79,588	80,000
Sheriff - Special Srvc	79,040	51,068	79,040
Sheriff - Impound Fees	5,125	2,818	5,125
Sheriff - Corr Housing	136,500	136,264	136,500
Sheriff Fees & Charges	4,000	1,000	4,000
Constables Fees	25,000	19,567	25,000
Sewage Plan Review	2,200	2,550	4,000
Fairgrounds Rental	17,000	13,651	17,000
Public Fiduciary	45,000	40,662	45,000
Treasurer	50,000	19,160	50,000
Other	4,000	4,231	4,000
Indigent Defense	20,000	8,116	20,000
Fines and forfeits			
Justice Court Fines	400,000	363,288	400,000
Superior Court Fines	60,218	55,836	60,218
Other Fines	380	2,000	630

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2014	2014	2015
Investments			
Interest	54,665	78,430	64,665
Rents, royalties, and commissions			
Contributions			
Voluntary contributions		x	
Miscellaneous			
Sales of Equipment/Land	8,000	993	10,000
Sales of Copies/Blueprints	6,200	7,258	6,400
Cost Sharing/Reimb	168,900	91,311	143,400
Election Reimbursement	12,346	7,152	12,346
Penalties & Interest - Property Tax	300,000	95,000	300,000
Total General Fund	\$ 16,856,655	\$ 16,050,889	\$ 16,958,868

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was

SPECIAL REVENUE FUNDS

Road Fund:

1/2 Cent Transp Excise Tax	\$ 3,090,000	\$ 3,054,545	2,282,844
1/2 Cent Interest	20,500	26,371	20,500
1/2 Cent Mis	x	23,146	x
1/2 Cent Charges for Forest Service Maint	453,208	x	x
Auto License Registration	810,000	1,083,462	809,409
Highway User Revenue	3,066,000	3,019,126	3,281,152
Licenses & Permits	2,500	18,850	1,000
Forest Fees	50,000	50,000	x
Interest	9,000	8,244	9,000
Intergovernmental Agreements	72,114	x	x
Miscellaneous	68,539	18,087	35,150
Total	\$ 7,641,861	\$ 7,301,832	\$ 6,439,055

Health Fund:

Food Service Licenses	\$ 110,000	\$ 115,170	100,000
Charges for Services	85,000	77,289	43,000
Miscellaneous	x	200	300
Total	\$ 195,000	\$ 192,659	\$ 143,300

List Fund:

1009 Rabies Control	\$ 45,000	\$ 44,066	47,400
1119 Emergency Response	100,000	333,496	x
1825 Gila County Wellness Program	5,000	2,953	5,000

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2014	2014	2015
2000 Housing	826,642	750,266	901,749
2001 CAP	505,768	478,344	508,408
2012 GEST	465,000	400,365	447,092
2013 WIA	53,189	34,771	x
2014 Workforce Investment Act	1,460,456	1,968,835	x
2015 Workforce Investment Act Progs	1,278,250	318,110	2,129,331
2016 Workforce Investment Act IV	x	X	907,582
2516 Health Svcs Special Projects	x	X	1,048
2517 HIV	4,561	4,561	4,561
2518 WIC	363,875	232,866	317,625
2519 TB	12,000	12,266	12,000
2521 Community Health Grant	75,000	73,308	75,000
2524 Immunization	68,000	122,943	125,069
2526 Private Stock Vaccines	50,000	211,052	200,000
2527 Population Health Initiative	43,748	43,748	43,748
2528 Commodity Supplement Food Prog	5,160	2,830	5,160
2530 HIV Consortium	142,689	199,496	276,625
2550 Public Hlth Emerg Preparedness	185,681	184,900	200,419
2552 Tobacco Free Environment	135,000	125,823	135,000
2557 Prop 201 Smoke Free AZ Act	52,075	45,432	51,160
2558 Public Health Accreditation	5,000	5,000	45,000
2559 Family Planning	16,800	19,440	16,800
2560 Teen Pregnancy Prevention Svcs	192,000	132,079	192,000
2564 Cenpatico Prevention Svcs	x	x	64,000
2565 Neonatal Intensive Care Program	200	5,575	12,401
2567 Teen Pregnancy Maze	x	x	x
2568 FTF Early Childhood Screening	19,567	27,271	x
2570 Maternal & Child Home Visiting	238,000	56,370	102,000
2575 Healthy Steps	155,000	132,473	190,000
3001 Drug Gang Violent Crime Control	272,117	267,901	272,117
3011 Sheriff's Justice Enhancement	180,600	167,282	180,600
3012 Sheriff Special Projects	x	6,000	x
3013 Sheriff Seized Eq Recapture	5,000	9,480	5,000
3014 Immigration Enforcement	x	1,440	x
3046 Gila County Sheriff K9	x	x	x
3047 Gila Co Sheriff DARE	3,000	1,818	2,000
3054 Sheriff's Victim's Rights	x	x	x
3055 Sheriff's Commissary Fund	40,000	52,452	40,000
3061 Sheriff BLESF Program	138,000	147,667	138,000
3064 Marijuana Eradication	35,000	35,000	35,000
3067 Methamphetamine Program	x	288	x
3073 Homeland Security 14 Sheriff	x	x	x
3074 HSGP-Critical Incident	x	x	x
3510 IV D Incentive/SSRE	148,000	190,141	160,000
3511 Child Support Other Reimb	x	x	x
3512 Child Support Incentive Funds	34,000	36,000	32,000
3528 County Attorney Residual Fund	x	x	x
3531 Attorney's Justice Enhancement	110,000	128,001	110,450
3541 Victim Restitution/Subrogation	6,500	9,771	6,500
3542 Diversion Program CA	100,000	73,202	70,000

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2014	2014	2015
3543 County Anti Racketeering Fund	21,770	42,885	21,770
3544 Cost of Prosecution Reimb Fund	100,000	96,946	100,000
3545 Bad Check County Attorney	3,300	3,602	3,300
3546 DEA Federal Asset Forfeiture	x	30	30
3547 Deferred Prosecution Program	8,900	10,703	8,900
3552 County Attorney Fill the Gap	8,000	7,632	8,202
3553 Fair & Legal Employment Act	x	5,341	x
3557 A G Victim Rights	30,000	34,000	30,000
3560 Victim Compensation	47,000	63,464	60,000
3561 Drug Prosecution Grant	74,000	32,902	74,000
3563 Crime Victim Assistance Prog	17,600	15,358	17,600
4041 Probation Class Materials	x	x	x
4042 Adult Probation Service Fees	180,000	173,440	180,000
4050 Adult Drug Court	2,000	6,000	6,000
4051 Adult Intensive Prob Supervision	206,405	187,706	240,581
4053 Adult JCEF IPS Assistance	23,222	43,918	23,222
4054 CJEF S/Offender	10,500	10,500	10,500
4055 Community Punishment Program	35,760	30,145	35,760
4056 CJEF Substance Abuse	27,912	27,912	27,912
4057 Drug Treatment Education	30,693	30,693	30,693
4059 State Aid Enhancement	279,650	269,735	279,650
4071 JPSF Treatment	76,810	88,810	89,323
4072 JCEF ERE Assistant	142,972	145,425	142,972
4146 Juvenile Diversion Fees	6,500	7,603	6,500
4147 Juvenile Probation Service Fee	15,668	19,103	15,668
4148 Juvenile Parental Reimb	x	x	x
4150 Juvenile Detention Alternatives	10,000	10,000	10,000
4177 Court Appointed Spec Advocate	83,079	66,563	83,079
4189 Juvenile Drug Court	12,000	12,000	12,000
4192 Juvenile Crime Reduction Grant	x	x	x
4193 Family Counseling	10,218	11,077	10,218
4194 Diversion Consequences	15,158	15,158	15,158
4195 Diversion Intake	245,883	198,105	250,936
4196 Juvenile Intensive Prob Superv	125,013	116,508	125,013
4197 Juvenile Standards Probation	184,223	184,318	188,283
4501 Law Library Fund	28,000	29,859	28,000
4502 Conciliation Court Fund	17,000	14,751	17,000
4540 Local Aid to Indigent Defense	5	x	x
4541 Local State Aid to Courts	x	28	30
4542 Local Probate Assessment Fee	7,730	9,300	8,647
4553 State Aid to Courts	350	221	270
4555 Drug Enforcement/Superior Court	18,375	x	x
4556 Field Trainer	25,000	25,000	25,000
4559 Children's Issues Education	5,895	6,008	5,854
4566 Domestic Relations & Mediation	1,950	1,489	1,930
4569 Aid to Indigent Defense	700	603	635
4574 Superior Crt Cost of Prosecution	72,800	61,833	72,800
4575 DES Access Visitation	5,400	x	5,400
4577 Court Improvement Project	17,623	16,228	16,228
4578 Expedited Child Support/Visit	3,085	2,457	3,500

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2014	2014	2015
4740 Globe Justice Court Surcharge	12,000	8,572	12,000
4840 Cost of Prosecution-Clerk of the Court	10,936	9,395	10,936
4741 Payson Justice Court Surcharge	14,000	7,459	8,000
4841 Expedited Child Support	3,200	2,075	3,200
4842 Document Conversion Sup Crt	15,000	11,814	15,000
4844 Spousal Maintenance Enforcement	1,200	1,113	1,200
4846 JCEF Surcharge Clk Sup Crt	15,500	17,020	15,500
4847 Family Law Commissioner	500	548	500
5073 Homeland Secty Grant GCSO FY13	49,700	49,700	x
5510 Gila County Education Service	x	x	x
5520 Spec School Reserve Agency	x	x	x
6000 Library District Grants	158,000	115,063	178,000
6010 Library Assistance	95,387	60,020	82,787
6511 Tonto Creek Bridge	178,918	17,065	36,000
6512 Young 512 Road	222,500	x	x
6513 Intergovernmental Agreements	453,200	185,538	227,022
6570 Waste Tire Fund	120,000	96,050	124,000
6593 TE Sidewalks Six Shooter	30,192	30,192	x
6594 TE Sidewalks Main	29,706	29,706	x
7143 Assessor Surcharge	x	x	x
7144 Recorder's Suspense Account	x	24,694	x
7145 Recorder/Document System	50,000	43,960	50,000
7146 Recorder Mine Claim Surcharge	65	3,858	65
7147 Computer System Recorder	10,000	45,211	10,000
7350 Help America Vote Act	25	93	100
7351 HHS Polling Place Accessibility	x	x	x
7430 Treasurer TIF	7,000	7,140	7,000
7494 EECO	x	35,000	x
7498 Agency Pass Thru Grants	30,000	x	x
Total	\$ 11,321,056	\$ 10,031,725	\$ 11,141,719
Total Special Revenue Funds	\$ 19,157,917	\$ 17,526,216	\$ 17,724,074
DEBT SERVICE FUNDS	\$	\$	\$
Total Debt Service Funds	\$	\$	\$

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2014	2014	2015
CAPITAL PROJECTS FUNDS			
1115.106.960 - Natural Resources	\$ x	\$ x	\$ x
1115.341.980 PSWID Water Line	x	26,308	x
1114 - Bond	x	x	x
1007.341.936 - Vehicle Replacement	365,000	334,388	380,000
Total Capital Projects Funds	\$ 365,000	\$ 360,696	\$ 380,000
PERMANENT FUNDS			
6880 Facilities Mgmt	\$ 302,320	\$ 302,320	302,320
Total Permanent Funds	\$ 302,320	\$ 302,320	\$ 302,320
ENTERPRISE FUNDS			
6850 Recycling & Landfill Management	\$ 1,545,000	\$ 1,909,711	1,800,000
Total Enterprise Funds	\$ 1,545,000	\$ 1,909,711	\$ 1,800,000
TOTAL ALL FUNDS	\$ 38,226,892	\$ 36,149,831	\$ 37,165,262

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.



Schedule D

Transfers In Transfers Out

GILA COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015

FUND	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
1008 Health Services	\$	\$	\$	624,272
1009 Rabies Control				304,594
2000 Housing				47,000
3001 Drug Gang Violent Crime Control				67,218
4501 Law Library Fund				47,016
4502 Conciliation Court Fund				57,100
5520 Spec School Reserve Agency				1,000
6010 Library Assistance				50,000
1007 Capital Improvements				585,010
1124 Superior & JP Crts Security				408,400
6880 Facilities - Bldg/Land				1,393,908
6880 Facilities - Sheriff				297,635
1115.106.960 Natural Resources				209,000
1115.201.940 Financial Syst Upgrade				85,000
1115.101.945 Public Info Transparency				9,500
1115.101.955 Economic Develop				118,750
1115.201.941 Community College				250,000
1115.107.950 Wage Study/Plan/Impl				696,200
1005.201.355 Debt Service				628,150
1003 CIP Reserve from 1005 GF			50,000	
1005 GF to 1003 CIP Reserve				50,000
1005 GF to 1004 Rainy Day				x
Total General Fund	\$	\$	\$ 50,000	\$ 5,929,753
SPECIAL REVENUE FUNDS				
1008 Health Services	\$	\$	\$ 624,272	
1009 Rabies Control			304,594	
1124 Superior & JP Crts Security			408,400	
2000 Housing			47,000	
3001 Drug Gang Violent Crime Control			67,218	
4187 Globe Safe School			57,100	
4501 Law Library Fund			47,016	
4740 Globe JP Court Surcharge				x
5520 Spec School Reserve Agency			1,000	
6010 Library Assistance			50,000	
6510 1/2 Cent Transp Excise				455,586
6511 Tonto Creek Bridge			x	
6513 Intergovernmental Agreements			364,039	
6593 TE Sidewalks Sixshoot			31,442	
6594 TE Sidewalks Main			34,706	
6855 Russell Gulch Expansion			100,000	
6856 Buckhead Mesa Expansion			50,000	
Total Special Revenue Funds	\$	\$	\$ 2,186,787	455,586

GILA COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015

FUND	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015	
	SOURCES	<USES>	IN	<OUT>
DEBT SERVICE FUNDS				
1005.201.355 Debt Service	\$	\$	\$ 628,150	\$
Total Debt Service Funds	\$	\$	\$ 628,150	\$
CAPITAL PROJECTS FUNDS				
1007.341.817 Pine/Strawberry Shelters	\$	\$	\$ 25,399	\$
1007.341.818 Broad St Project			x	
1007.341.882 JP Crt Inter Remodel			x	
1007.341.825 Animal Control Building			500,000	
1007.341.874 Payson Courthouse			85,010	
1115.106.960 Natural Resources			209,000	
1115.201.940 Financial Syst Upgrade			85,000	
1115.101.945 Public Info Transparency			9,500	
1115.101.955 Economic Develop			118,750	
1115.201.941 Community College			250,000	
1115.107.950 Wage Study/Plan/Impl			696,200	
Total Capital Projects Funds	\$	\$	\$ 1,978,859	\$
PERMANENT FUNDS				
6880 Facilities - Bldg/Land	\$	\$	\$ 1,393,908	\$
6880 Facilities - Sheriff			297,635	
Total Permanent Funds	\$	\$	\$ 1,691,543	\$
ENTERPRISE FUNDS				
6850.341.436	\$	\$	\$	\$ 100,000
6850.341.435				50,000
Total Enterprise Funds	\$	\$	\$	\$ 150,000
TOTAL ALL FUNDS	\$	\$	\$ 6,535,339	\$ 6,535,339



Schedule E

Expenditures/Expenses by Fund

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
GENERAL FUND				
101 Board of Supervisors	\$ 1,053,677	\$	\$ 1,017,962	1,009,024
103 Elections	424,944		210,199	536,342
106 Emergency Serv	252,947		270,191	216,440
107 Human Resources	704,527		698,097	720,093
108 Community Development	1,134,094		1,021,030	1,074,170
115 GIS Addressing	104,682		88,442	52,726
120 Recorder	651,592		471,650	730,324
143 Administrative Services	120,021		122,106	123,762
201.140 General Administration	326,773		358,673	456,386
201.140 AHCCCS/ALTCS	3,559,600		3,538,822	3,520,600
201.142 Professional Services	390,500		286,281	377,500
201/205 Finance/Purchasing	828,284		779,975	862,394
201.610 Community Agencies	138,250		142,600	131,335
203 Treasurer	479,764		436,379	459,063
207 Computer Services	763,272		686,314	715,572
221 Assessor	1,059,302		956,339	1,060,955
300 Sheriff	10,708,918		9,932,044	10,657,163
301 County Attorney	2,019,516		1,779,961	2,034,591
302 Clerk of Superior Crt	1,257,474		1,151,270	1,270,713
305 Child Support Enforcement	836,014		678,111	841,435
311 Globe Justice Court	663,415		555,353	633,072
314 Payson Justice Court	565,708		526,216	536,249
321 Globe Constable	136,004		129,565	142,616
324 Payson Constable	176,914		139,764	177,941
329 Court Information System	358,002		333,691	258,689
331 Superior Court Div I	255,173		250,026	251,197
332 Superior Court Div II	246,771		243,221	244,658
333 Superior Court General	963,018		757,474	851,711
335 Probation	858,067		860,859	828,390
336 Juvenile Detention	1,312,349		1,214,463	1,322,285
341.104 Flood Plain Mgmt	220,705		132,714	201,986
345 Indigent Legal Defense	1,132,060		1,206,128	1,187,878
406 Public Fiduciary	408,930		390,757	411,354
525 Fairgrounds	254,556		187,198	13,210
541 Constituent Services I	90,000		12,645	90,000
542 Constituent Services II	90,000		90,911	90,000
543 Constituent Services III	90,000		64,015	90,000
702 School Superintendent	396,032		349,348	390,781
201.141 Contingency	1,000,000		14,270	1,000,000
Vacancy savings	x		x	(1,342,343)
Total General Fund	\$ 36,031,855	\$	\$ 32,085,062	\$ 34,230,262
RESERVES				
1003 CIP Reserve	3,600,000		x	3,600,000
1004 Rainy Day Reserve	5,000,000		x	5,000,000
1006 Cash Flow Reserve	5,000,000		x	5,000,000
Total Reserves	\$ 13,600,000	\$	\$	\$ 13,600,000
SPECIAL REVENUE FUNDS				
1008 Health Services Fund	\$ 791,620	\$	\$ 619,247	767,572
1009 Rabies Control	352,355		307,558	351,994

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
1119 Emergency Response	139,400		x	279,522
1111 Indirect Cost	x		x	x
1124 Courts Security	520,600		271,838	258,400
1825 Gila County Wellness	5,000		4,692	5,000
2000 Housing	852,874		698,909	946,093
2001 CAP	803,314		546,477	766,905
2012 GEST	450,500		429,419	444,629
2013 WIA	53,189		33,862	x
2014 Workforce Invest Act	1,451,756		2,206,848	x
2015 Workforce Invest Act Prog	1,278,250		504,205	2,129,331
2016 Workforce Invest Act IV	x		55	907,582
2516 Health Svcs Special Proj	5,928		4,880	1,048
2517 HIV	4,561		2,823	4,571
2518 WIC	367,269		256,762	329,035
2519 TB	45,000		15,553	46,161
2521 Community Health Grant	74,518		72,962	74,932
2522 Nutrition	12,334		667	x
2524 Immunization	292,503		120,353	344,812
2526 Private Stock Vaccines	50,000		192,793	296,636
2527 Population Health Initiative	45,355		49,712	44,562
2528 Commodity Supp Food Pr	5,160		3,537	5,194
2530 HIV Consortium	142,046		183,360	260,624
2550 Public Hlth Emerg Prep	285,592		212,791	303,674
2552 Tobacco Free Environ	138,728		122,118	115,931
2557 Smoke Free AZ	49,244		48,066	49,466
2558 Public Hlth Accredited	13,050		70	64,000
2559 Family Planning	26,800		20,358	33,279
2560 Teen Pregnancy Prev Svc	207,703		140,083	222,961
2564 Cenpatco Prevention Svcs	x		x	64,000
2565 Neonatal Intensive Care	40,000		13,397	44,234
2567 Teen Pregnancy Maze	x		x	238
2568 FTF Early Childhood Scr	19,567		17,568	x
2569 Maternal & Child Health	6,547		2,439	x
2570 Maternal & Child Visit	238,000		69,580	102,500
2575 Healthy Steps	155,000		140,516	183,803
3001 Drug Gang Violent Crime	331,807		316,982	339,335
3011 Sheriff's Justice Enhance	344,970		173,086	380,000
3012 Sheriff Special Projects	21,906		6,000	21,906
3013 Sheriff Seize Eq Recap	23,207		2,120	31,720
3014 Immigration Enforcement	12,332		x	13,772
3019 Sheriff Undercover	5,626		x	x
3046 Gila County Sheriff K9	353		x	353
3047 Gila Co Sheriff DARE	4,447		700	5,322
3054 Sheriff's Victim's Rights	1,529		x	1,529
3055 Sheriff's Commissary Fund	70,735		6,241	137,000
3061 Sheriff BLESF Program	138,984		228,890	141,728
3064 Marijuana Eradication	40,000		43,410	35,000
3067 Methamphetamine Prog	18,540		x	18,829
3073 Homeland Security 14	x		4,171	x
3074 HSGP-Critical Incident	x		1,225	x
3510 IV-D Incentive/SSRE	246,652		208,910	274,216
3511 Child Supp Other Reimb	878,662		18,167	828,957

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
3512 Child Supp Incentive	363,570		x	439,684
3528 County Attorney Residual	267,000		74,318	106,687
3531 Attorney's Justice Enhance	248,531		156,564	249,727
3541 Victim Restitution/Subrog	64,942		x	70,734
3542 Diversion Program CA	763,602		213,125	508,887
3543 County Anti-Racketeering	349,762		30,301	327,071
3544 Cost of Prosec Reimb	503,483		102,800	541,657
3545 Bad Check-County Attorn	33,300		302	38,105
3546 DEA Federal Asset Forfeit	7,725		x	7,819
3547 Deferred Prosecution Prog	44,534		150	59,708
3552 County Attorney Fill the Gap	63,347		2,321	71,289
3553 Fair & Legal Employ Act	55,647		x	60,988
3557 A G Victim Rights	88,409		41,823	77,114
3560 Victim Compensation	47,180		70,553	60,000
3561 Drug Prosecution Grant	78,651		26,283	78,957
3563 Crime Victim Asst Prog	23,887		23,532	24,034
4041 Probation Class Material	2,000		2,536	2,000
4042 Adult Probation Services	563,043		253,081	518,860
4050 Adult Drug Court	2,000		12,699	6,500
4051 Adult Intensive Prob Sup	244,259		230,068	244,983
4053 Adult JCEF IPS Assist	23,222		7,989	23,222
4054 CJEF S/Offender	10,500		13,642	10,500
4055 Community Punish Prog	35,760		45,539	35,760
4056 CJEF Substance Abuse	27,912		37,221	27,912
4057 Drug Treatment Education	30,693		37,147	30,693
4059 State Aid Enhancement	442,204		409,939	449,013
4071 JPSF-Treatment	76,810		98,476	77,553
4072 JPSF ERE Assistant	142,972		20,882	142,972
4146 Juvenile Diversion Fees	44,315		3,738	52,349
4147 Juvenile Probation Fees	119,522		24,579	122,162
4148 Juvenile Parental Reimb	389		x	389
4150 Juvenile Detention Altern	8,168		12,211	20,371
4177 Court Appointed Spec Adv	85,619		61,044	83,337
4189 Juvenile Drug Court	12,000		x	12,000
4190 Juvenile JCEF	x		x	x
4192 Juvenile Crime Reduction	1,400		493	33
4193 Family Counseling	17,718		11,183	17,718
4194 Diversion-Consequences	15,158		19,146	28,828
4195 Diversion-Intake	250,234		194,934	271,532
4196 Juvenile Intensive Prob Sup	158,229		117,510	188,865
4197 Juvenile Standards Prob	184,172		189,726	186,238
4501 Law Library Fund	89,172		108,968	75,016
4502 Conciliation Court Fund	74,100		76,300	74,100
4540 Local Aid to Indigent Def	20		x	5
4541 Local State Aid to Courts	8,666		x	8,765
4542 Local Probate Assess Fee	49,730		14,881	48,615
4553 State Aid to Courts	68,480		x	68,918
4555 Drug Enforcement/Sup Crt	41,320		1,618	x
4556 Field Trainer	57,139		12,500	67,342
4559 Children's Issues Educ	17,895		5,170	20,459
4566 Domestic Rel & Mediation	9,750		2,021	9,251
4569 Aid to Indigent Defense	168,700		x	170,279

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
4574 Superior Crt Cost of Pros	280,800		43,489	311,198
4575 DES Access Visitation	9,031		4,950	5,400
4577 Court Improv Project	30,627		16,867	30,970
4578 Expedited Child Supp/Visit	26,743		500	30,641
4740 Globe Justice Crt Surcharge	47,720		x	59,882
4741 Payson Justice Crt Surch	172,384		15,378	154,997
4840 Cost of Prosec Clrk Sup Crt	41,500		15,184	55,851
4841 Expedited Child Support	29,994		x	35,788
4842 Document Conversion	83,106		52,427	67,196
4844 Spousal Maint Enforcement	15,842		x	18,371
4846 JCEF Surcharge Clrk Sup	135,550		35,875	113,956
4847 Family Law Commissioner	1,800		x	2,654
5073 Homeland Secty GCSO	33,740		2,191	x
5500 GCESA/Detention Educ	76,898		54	x
5510 Gila County Education Ser	8,332		2,439	2,561
5520 Spec School Reserve	2,500		x	1,000
6000 Library District Grants	158,000		164,539	178,000
6010 Library Assistance	1,779,558		1,329,347	1,579,073
6500 Public Works	6,078,153		3,785,927	6,664,113
6510 PW Half Cent Trans Excise	5,731,044		2,834,097	5,780,614
6511 Tonto Creek Bridge	603,973		22,142	36,000
6512 Young 512 Road	222,500		x	108,257
6513 Intergover Agreements	772,000		1,210,758	364,039
6540 Public Works HELP	x		x	x
6570 Waste Tire Fund	219,857		147,359	213,819
6593 TE Sidewalks Six Shooter	55,192		25,453	31,442
6594 TE Sidewalks Main	54,706		14,943	34,706
6860 Fuel Management	x		x	x
6870 Fleet Management	x		x	x
7143 Assessor Surcharge	240,000		69,170	168,000
7144 Recorder's Suspense Acct	x		x	24,694
7145 Recorder/Document Syst	60,000		51,523	98,569
7146 Mine Claim Surcharge	998		x	1,064
7147 Computer System-Record	113,000		2,676	178,866
7350 Help America Vote Act	27,037		x	27,323
7351 HHS Polling Place	75		x	75
7430 Treasurer TIF	29,000		6,882	18,736
7494 EECO	x		x	x
7498 Agency Pass Thru Grants	30,000		x	x
7510 Pine SLID	2,040		1,599	1,744
7511 Apache Hills SLID	5,084		2,740	1,445
7512 Upper Glendale SLID	1,159		1,169	1,768
7513 East Verde SLID	3,976		3,376	3,845
7514 Miami Gardens SLID	2,558		2,867	3,192
7515 Midland Cty/Cn Hghts SLID	14,795		14,112	14,244
7516 Claypool/Lwr Miami SLID	23,131		20,263	33,004
Reserve - Special Project	2,000,000		1,253,566	1,500,000
Total Special Revenue Funds	\$ 36,374,757	\$	\$ 22,244,577	\$ 35,454,454
DEBT SERVICE FUNDS				
201.355 Debt Service	\$ 628,150	\$	\$ 628,150	628,150

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Total Debt Service Funds	\$ 628,150	\$	\$ 628,150	\$ 628,150
CAPITAL PROJECTS FUNDS				
1007 Capital Improvements	\$ 2,037,033	\$	\$ 1,119,044	2,732,216
1115 Non-Capitalized Projects	700,000		450,764	672,250
1114 Bond	683,067		104,475	483,946
Total Capital Projects Funds	\$ 3,420,100	\$	\$ 1,674,283	\$ 3,888,412
PERMANENT FUNDS				
6880 Facilities Mgmt	\$ 1,480,318	\$	\$ 1,414,572	1,696,228
6880 Facilities Mgmt-Sheriff	311,019		256,266	297,635
Total Permanent Funds	\$ 1,791,337	\$	\$ 1,670,838	\$ 1,993,863
ENTERPRISE FUNDS				
6850 Recycling & Lndfl Mgmt	\$ 1,705,826	\$	\$ 1,037,735	\$ 2,608,354
6855 Russell Gulch Expansion	1,700,000		8,000	1,991,410
6856 Buckhead Mesa Expansion	x		x	50,000
Total Enterprise Funds	\$ 3,405,826	\$	\$ 1,045,735	\$ 4,649,764
TOTAL ALL FUNDS	\$ 95,252,025	\$	\$ 59,348,645	\$ 94,444,905

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



Schedule F

Expenditures/Expenses by Department

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2014</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2015</u>
Board of Supervisors				
Board of Supervisors	\$ 1,053,677	\$	\$ 1,017,962	\$ 1,009,024
Community Agencies	138,250		142,600	131,335
Constituent Services I	90,000		12,645	90,000
Constituent Services II	90,000		90,911	90,000
Constituent Services III	90,000		64,015	90,000
EECO	x		x	x
Agency Pass Thru	30,000		x	x
Department Total	\$ 1,491,927	\$	\$ 1,328,133	\$ 1,410,359
Reserves				
Contingency	\$ 1,000,000	\$	\$ 14,270	\$ 1,000,000
Vacancy savings	x		x	(1,342,343)
Cash Flow Reserve	5,000,000		x	5,000,000
Rainy Day Fund	5,000,000		x	5,000,000
CIP Reserve	3,600,000		x	3,600,000
Reserve-Special Project	x		x	
Department Total	\$ 14,600,000	\$	\$ 14,270	\$ 13,257,657
Assessor				
Assessor	\$ 1,059,302	\$	\$ 956,339	\$ 1,060,955
Assessor Surcharge	240,000		69,170	168,000
Department Total	\$ 1,299,302	\$	\$ 1,025,509	\$ 1,228,955
Recorder				
Recorder	\$ 651,592	\$	\$ 471,650	\$ 730,324
Recorder's Suspense Acct	x		x	24,694
Recorder/Document Syst	60,000		51,523	98,569
Mine Claim Surcharge	998		x	1,064
Computer System	113,000		2,676	178,866
Department Total	\$ 825,590	\$	\$ 525,849	\$ 1,033,517
Treasurer				
Treasurer	\$ 479,764	\$	\$ 436,379	\$ 459,063
Treasurer TIF	29,000		6,882	18,736
Department Total	\$ 508,764	\$	\$ 443,261	\$ 477,799
School Superintendent				
School Superintendent	\$ 396,032	\$	\$ 349,348	\$ 390,781
GCESA/Detention Educ	76,898		54	x
Gila County Educ Srvc	8,332		2,439	2,561
Spec School Reserve	2,500		x	1,000
Department Total	\$ 483,762	\$	\$ 351,841	\$ 394,342

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2014</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2015</u>
County Attorney				
County Attorney	\$ 2,019,516	\$	\$ 1,779,961	\$ 2,034,591
Child Support Enforce	836,014		678,111	841,435
IV-D Incentive/SSRE	246,652		208,910	274,216
Child Support Other Reimb	878,662		18,167	828,957
Child Support Incentive	363,570		x	439,684
County Att Residual Fund	267,000		74,318	106,687
Attorney's Justice Enhance	248,531		156,564	249,727
Victim Restit/Subrog	64,942		x	70,734
Diversion Program CA	763,602		213,125	508,887
County Anti-Racketeer	349,762		30,301	327,071
Cost of Prosec Reimb	503,483		102,800	541,657
Bad Check - CA	33,300		302	38,105
DEA Federal Asset Forfeit	7,725		x	7,819
Deferred Prosec Prog	44,534		150	59,708
CA Fill the Gap	63,347		2,321	71,289
Fair & Legal Employ Act	55,647		x	60,988
A G Victim Rights	88,409		41,823	77,114
Victim Compensation	47,180		70,553	60,000
Drug Prosecution Grant	78,651		26,283	78,957
Crime Victim Assist Prog	23,887		23,532	24,034
Department Total	\$ 6,984,414	\$	\$ 3,427,221	\$ 6,701,660
Sheriff				
Sheriff	10,708,918	\$	\$ 9,932,044	\$ 10,657,163
Sheriff Jail Maintenance	311,019		256,266	297,635
Drug Gang Violent Crime Cntrl	331,807		316,982	339,335
Sheriff's Justice Enhancement	344,970		173,086	380,000
Sheriff Special Projects	21,906		6,000	21,906
Sheriff Seized Eq Recapture	23,207		2,120	31,720
Immigration Enforcement	12,332		x	13,772
Sheriff Undercover	5,626		x	x
Gila Cty Sheriff K9	353		x	353
Gila Co Sheriff DARE	4,447		700	5,322
Sheriff's Victim's Rights	1,529		x	1,529
Sheriff's Commissary	70,735		6,241	137,000
Sheriff BLESF Prog	138,984		228,890	141,728
Marijuana Eradication	40,000		43,410	35,000
Methamphetamine Prog	18,540		x	18,829
Homeland Security 14	x		4,171	x
HSGP-Critical Incident	x		1,225	x
Homeland Secty GCSO FY13	33,740		2,191	x
Department Total	\$ 12,068,113	\$	\$ 10,973,326	\$ 12,081,292
Globe Constable				
Globe Constable	136,004		129,565	142,616
Department Total	\$ 136,004	\$	\$ 129,565	\$ 142,616

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2014</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2015</u>
Payson Constable				
Payson Constable	176,914		139,764	177,941
Department Total	\$ 176,914	\$	\$ 139,764	\$ 177,941
Superior Court				
Superior Court Div I	255,173	\$	250,026	251,197
Superior Court Div II	246,771		243,221	244,658
Superior Court General	963,018		757,474	851,711
Court Information System	358,002		333,691	258,689
Indigent Legal Defense	1,132,060		1,206,128	1,187,878
Law Library Fund	89,172		108,968	75,016
Conciliation Court Fund	74,100		76,300	74,100
Local Aid to Indigent Defense	20		x	5
Local State Aid to Courts	8,666		x	8,765
Local Probate Assess Fee	49,730		14,881	48,615
State Aid to Courts	68,480		x	68,918
Drug Enforcement/Supr Crt	41,320		1,618	x
Field Trainer	57,139		12,500	67,342
Children's Issues Education	17,895		5,170	20,459
Domestic Relations & Mediation	9,750		2,021	9,251
Aid to Indigent Defense	168,700		x	170,279
Superior Crt Cost of Prosec	280,800		43,489	311,198
DES Access Visitation	9,031		4,950	5,400
Court Improvement Project	30,627		16,867	30,970
Expedited Child Supp Visit	26,743		500	30,641
Department Total	\$ 3,887,197	\$	\$ 3,077,804	\$ 3,715,092
Probation				
Probation	858,067	\$	860,859	828,390
Probation Class Material	2,000		2,536	2,000
Adult Probation Services	563,043		253,081	518,860
Adult Drug Court	2,000		12,699	6,500
Adult Intensive Prob Supr	244,259		230,068	244,983
Adult JCEF IPS Assist	23,222		7,989	23,222
CJEF S/Offender	10,500		13,642	10,500
Comm Punishment Program	35,760		45,539	35,760
CJEF Substance Abuse	27,912		37,221	27,912
Drug Treatment Education	30,693		37,147	30,693
State Aid Enhancement	442,204		409,939	449,013
JPSF - Treatment	76,810		98,476	77,553
JPSF ERE Assistant	142,972		20,882	142,972
Juvenile Diversion Fees	44,315		3,738	52,349
Juvenile Probation Fees	119,522		24,579	122,162
Juvenile Parental Reimb	389		x	389
Court Appt Spec Advocate	85,619		61,044	83,337
Juvenile Drug Court	12,000		x	12,000
Juvenile JCEF	x		x	x
Juvenile Crime Reduction	1,400		493	33
Family Counseling	17,718		11,183	17,718

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Diversions - Consequences	15,158		19,146	28,828
Diversions - Intake	250,234		194,934	271,532
Juv Intensive Probation Superv	158,229		117,510	188,865
Juvenile Standards Probation	184,172		189,726	186,238
Juvenile Standard JCEF	x		x	
Department Total	\$ 3,348,198	\$	\$ 2,652,431	\$ 3,361,809
Juvenile Detention				
Juvenile Detention	1,312,349		1,214,463	1,322,285
Juv Detention Alternatives	8,168		12,211	20,371
Department Total	\$ 1,320,517	\$	\$ 1,226,674	\$ 1,342,656
Globe Justice Court				
Globe Justice Court	663,415		555,353	633,072
Globe Justice Crt Surcharge	47,720		x	59,882
Department Total	\$ 711,135	\$	\$ 555,353	\$ 692,954
Payson Justice Court				
Payson Justice Court	565,708		526,216	536,249
Payson Justice Crt Surcharge	172,384		15,378	154,997
Department Total	\$ 738,092	\$	\$ 541,594	\$ 691,246
Clerk of the Court				
Clerk of the Superior Court	1,257,474		1,151,270	1,270,713
Cost of Pros Clrk Sup Court	41,500		15,184	55,851
Expedited Child Support	29,994		x	35,788
Doc Conversion Superior Crt	83,106		52,427	67,196
Spousal Maintenance Enforce	15,842		x	18,371
JCEF Surch-Clerk Sup Crt	135,550		35,875	113,956
Family Law Commissioner	1,800		x	2,654
Department Total	\$ 1,565,266	\$	\$ 1,254,756	\$ 1,564,529
Elections				
Elections	424,944		210,199	536,342
Help America Vote Act	27,037		x	27,323
HHS Polling Place Access	75		x	75
Department Total	\$ 452,056	\$	\$ 210,199	\$ 563,740

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2014</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2015</u>
Emergency Services				
Emergency Services	329,092	\$	\$ 270,191	\$ 216,440
Emergency Response	139,400		x	279,522
Natural Resources	220,000		125,037	209,000
Department Total	\$ 688,492	\$	\$ 395,228	\$ 704,962
Finance/Purchasing				
Finance	828,284	\$	\$ 779,975	\$ 862,394
General Administration	326,773		358,673	456,386
AHCCCS/ALTCS	3,559,600		3,538,822	3,520,600
Professional Services	390,500		286,281	377,500
Indirect Costs	x		x	x
Debt Services	628,150		628,150	628,150
Department Total	\$ 5,733,307	\$	\$ 5,591,901	\$ 5,845,030
Human Resources				
Human Resources	704,527	\$	\$ 698,097	\$ 720,093
Gila Cty Wellness Program	5,000		4,692	5,000
Reserve-Special Project	2,000,000		1,253,566	1,500,000
Department Total	\$ 2,709,527	\$	\$ 1,956,355	\$ 2,225,093
Administrative Services				
Administrative Services	120,021	\$	\$ 122,106	\$ 123,762
Department Total	\$ 120,021	\$	\$ 122,106	\$ 123,762
Community Development				
Community Development	1,134,094	\$	\$ 1,021,030	\$ 1,074,170
Department Total	\$ 1,134,094	\$	\$ 1,021,030	\$ 1,074,170
Computer Services				
Computer Services	763,272	\$	\$ 686,314	\$ 715,572
Department Total	\$ 763,272	\$	\$ 686,314	\$ 715,572
Public Fiduciary				
Public Fiduciary	408,930	\$	\$ 390,757	\$ 411,354
Department Total	\$ 408,930	\$	\$ 390,757	\$ 411,354

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2014</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2015</u>
Fairgrounds				
Fairgrounds	254,556	\$	\$ 187,198	\$ 13,210
Department Total	\$ 254,556	\$	\$ 187,198	\$ 13,210
Public Works				
Flood Plain Management	220,705	\$	\$ 132,714	\$ 201,986
GIS Addressing	121,087		88,442	52,726
Public Works	6,078,153		3,785,927	6,664,113
PW Half Cent Transp Excise Tax	5,731,044		2,834,097	5,780,614
Tonto Creek Bridge	603,973		22,142	36,000
Young 512 Road	222,500		x	108,257
Intergovern Agreements	772,000		1,210,758	364,039
Public Works HELP	x		x	x
Waste Tire Fund	219,857		147,359	213,819
TE Sidewalks Six Shooter	55,192		25,453	31,442
TE Sidewalks Main	54,706		14,943	34,706
Fuel Management	x		x	x
Fleet Management	x		x	x
Pine SLID	2,040		1,599	1,744
Apache Hills SLID	5,084		2,740	1,445
Upper Glendale SLID	1,159		1,169	1,768
East Verde SLID	3,976		3,376	3,845
Miami Gardens SLID	2,558		2,867	3,192
Midland City/Cntrl Hghts SLID	14,795		14,112	14,244
Claypool/Lwr Miami SLID	23,131		20,263	33,004
Non-Capitalized Projects	480,000		325,727	463,250
Bond	683,067		104,475	483,946
Capital Improvements	2,037,033		1,119,044	2,732,216
Recycling & Landfill Mgmt	1,705,826		1,037,735	2,608,354
Russell Gulch Expansion	1,700,000		8,000	1,991,410
Buckhead Mesa Expansion	x		x	50,000
Facilities Management	1,480,318		1,414,572	1,696,228
Courts Security	520,600		271,838	258,400
Department Total	\$ 22,738,804	\$	\$ 12,589,352	\$ 23,830,748
Health				
Health Service Fund	791,620		619,247	767,572
Rabies Control	352,355		307,558	351,994
Health Svc Special Projects	5,928		4,880	1,048
HIV	4,561		2,823	4,571
WIC	367,269		256,762	329,035
TB	45,000		15,553	46,161
Community Health Grant	74,518		72,962	74,932
Nutrition	12,334		667	x
Immunization	292,503		120,353	344,812
Private Stock Vaccines	50,000		192,793	296,636
Population Health Initiative	45,355		49,712	44,562
Commodity Supp Food Prog	5,160		3,537	5,194

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2014	2014	2014	2015
HIV Consortium	142,046		183,360	260,624
Public Hlth Emerg Preparedness	285,592		212,791	303,674
Tobacco Free Environment	138,728		122,118	115,931
Smoke Free AZ	49,244		48,066	49,466
Public Health Accreditation	13,050		70	64,000
Family Planning	26,800		20,358	33,279
Teen Pregnancy Prev Svc	207,703		140,083	222,961
Cenpatico Prevention Svcs	x		x	64,000
Neonatal Intens Care Prog	40,000		13,397	44,234
Teen Pregnancy Maze	x		x	238
FTF Early Childhood Screen	19,567		17,568	x
Maternal & Child Health	6,547		2,439	x
Maternal & Child Visiting	238,000		69,580	102,500
Healthy Steps	155,000		140,516	183,803
Department Total	\$ 3,368,880	\$	\$ 2,617,193	\$ 3,711,227
Community Services				
Housing	852,874	\$	\$ 698,909	\$ 946,093
CAP	803,314		546,477	766,905
GEST	450,500		429,419	444,629
WIA	53,189		33,862	x
Workforce Invest Act	1,451,756		2,206,848	x
Workforce Invest Act Progs	1,278,250		504,205	2,129,331
Workforce Invest Act IV	x		55	907,582
Department Total	\$ 4,889,883	\$	\$ 4,419,775	\$ 5,194,540
Library District				
Library District Grants	158,000	\$	\$ 164,539	\$ 178,000
Library Assistance	1,779,558		1,329,347	1,579,073
Department Total	\$ 1,937,558	\$	\$ 1,493,886	\$ 1,757,073
TOTAL BUDGET	\$ 95,344,575	\$	\$ 59,348,645	\$ 94,444,905



Schedule G

Full-Time Employees and Personnel Compensation

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
GENERAL FUND						
101 Board of Supervisors	11.50	667,124	100,163	88,080	54,313	909,680
103 Elections	4.00	147,051	15,608	30,636	11,827	205,122
106 Emergency Services	2.33	117,400	13,618	17,807	9,465	158,290
107 Human Resources	4.50	187,763	21,781	34,466	15,183	259,193
108 Community Development	15.00	697,410	78,579	114,887	58,694	949,570
115 GIS Rural Addressing	1.00	29,190	3,386	7,659	2,279	42,514
120 Recorder	12.00	373,701	50,942	91,909	30,022	546,574
143 Administrative Services	3.00	74,437	8,635	22,977	5,810	111,859
201/205 Finance/Purchasing	13.00	524,234	60,812	99,568	41,580	726,194
203 Treasurer	7.00	271,306	39,064	53,614	22,029	386,013
207 Computer Services	6.09	291,621	33,828	46,644	23,279	395,372
221 Assessor	17.00	624,449	80,028	130,205	52,279	886,961
300 Sheriff	152.34	5,871,088	1,085,300	1,137,380	664,789	8,758,557
301 County Attorney	24.60	1,304,207	166,005	188,414	102,262	1,760,888
302 Clerk of Superior Crt	23.40	826,380	100,895	176,160	64,376	1,167,811
305 Child Support Enforcement	14.00	487,590	56,560	107,228	38,011	689,389
311 Globe Justice Court	10.10	412,733	53,791	76,591	33,257	576,372
314 Payson Justice Court	9.00	348,301	49,646	68,932	27,620	494,499
321 Globe Constable	2.50	93,775	16,828	15,318	7,795	133,716
324 Payson Constable	2.48	114,079	18,966	15,318	9,378	157,741
329 Court Information System	3.00	120,436	13,971	22,977	11,205	168,589
331 Superior Court Div I	3.00	176,482	29,099	22,977	9,239	237,797
332 Superior Court Div II	3.00	177,401	29,206	22,977	10,574	240,158
333 Superior Court General	9.68	522,527	58,856	73,528	41,350	696,261
335 Probation	9.52	432,187	61,623	72,914	38,191	604,915
336 Juvenile Detention	24.96	810,743	130,531	183,819	79,692	1,204,785
341.104 Flood Plain Mgmt	2.48	129,403	13,103	15,318	11,011	168,835
406 Public Fiduciary	7.00	245,778	28,510	53,614	19,946	347,848
702 School Superintendent	6.41	256,595	37,357	49,095	21,034	364,081
Vacancy savings						(1,342,343)
Total General Fund	403.89	\$ 16,335,391	\$ 2,456,691	\$ 3,041,012	\$ 1,516,490	= \$ 22,007,241
SPECIAL REVENUE FUNDS						
1008 Health Services Fund	8.46	347,801	47,162	57,941	27,746	480,650
1009 Rabies Control	6.06	166,247	18,558	45,955	14,999	245,759

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
2000 Housing	4.96	170,221	19,745	38,295	14,612	242,873
2001 CAP	4.09	145,948	16,929	31,632	11,468	205,977
2012 GEST	9.37	260,988	29,168	71,996	21,043	383,195
2015 Workforce Invest Act	9.47	345,095	39,911	72,598	27,517	485,121
2517 HIV	0.05	1,734	201	383	138	2,456
2518 WIC	6.91	199,433	23,134	54,456	15,768	292,791
2519 TB	0.08	3,641	422	613	289	4,965
2521 Community Health Grant	1.29	38,935	4,516	9,880	3,075	56,406
2524 Immunization	2.44	86,875	10,078	14,859	6,860	118,672
2526 Private Stock Vaccines	0.17	7,738	898	1,302	614	10,552
2527 Population Health Initiative	0.60	19,022	2,207	766	1,485	23,480
2528 Commodity Supp Food Pr	0.11	2,669	310	843	212	4,034
2530 HIV Consortium	3.04	95,054	11,026	23,284	7,537	136,901
2550 Public Hlth Emerg Prep	2.30	142,018	14,775	17,616	11,214	185,623
2552 Tobacco Free Environ	2.10	65,657	7,616	16,084	5,207	94,564
2557 Smoke Free AZ	0.78	36,384	4,221	5,974	2,887	49,466
2559 Family Planning	0.05	2,276	264	383	180	3,103
2560 Teen Pregnancy Prev Svc	3.34	95,066	11,028	25,581	7,490	139,165
2564 Cenpatico Prevention Svc	1.10	30,857	3,579	8,297	2,444	45,177
2570 Maternal & Child Home Visit	1.45	51,092	5,926	11,233	4,032	72,283
2575 Healthy Steps	2.46	88,798	10,301	18,841	7,023	124,963
3001 Drug Gang Violent Crime	4.00	211,974	72,495	30,636	24,230	339,335
3055 Sheriff's Commissary Fund	1.00	36,424	2,882	7,659	3,836	50,801
3061 Sheriff BLESF Program	2.00	86,652	29,635	15,318	10,123	141,728
3510 IV-D Incentive/SSRE	2.00	65,271	7,571	15,318	5,087	93,247
3511 Child Supp Other Reimb	1.00	59,717	6,927	7,659	4,654	78,957
3531 Attorney's Justice Enhance	4.00	153,593	17,817	30,636	11,972	214,018
3542 Diversion Program CA	6.98	297,435	34,485	45,955	23,184	401,059
3544 Cost of Prosec Reimb	3.00	130,145	15,097	22,977	10,144	178,363
3547 Deferred Prosecution Prog	1.00	29,190	3,386	7,659	2,275	42,510
3557 A G Victim Rights	0.90	29,707	3,446	6,893	2,316	42,362
3561 Drug Prosecution Grant	1.00	59,717	6,927	7,659	4,654	78,957
3563 Crime Victim Asst Prog	0.50	16,923	1,963	3,830	1,318	24,034
4042 Adult Probation Services	4.75	182,497	28,627	36,380	17,682	265,186
4051 Adult Intensive Prob Sup	4.20	170,086	26,387	32,168	16,342	244,983
4059 Adult Int Probation Supv	8.08	309,644	47,828	61,886	29,655	449,013
4071 JPSF-Treatment	1.00	51,490	8,300	7,659	5,092	72,541
4146 Juvenile Diversion Fees	0.25	5,841	678	1,915	455	8,889
4147 Juvenile Probation Fees	0.50	15,326	1,778	3,830	1,193	22,127
4177 Court Appointed Spec Adv	1.50	51,636	5,990	11,489	4,022	73,137
4194 Diversion-Consequences	0.58	17,309	516	1,532	1,367	20,724

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
4195 Diversion-Intake	4.05	191,445	30,603	31,019	18,465	271,532
4196 Juvenile Intensive Prob Sup	3.00	111,311	14,047	22,977	10,530	158,865
4197 Juvenile Standards Prob	3.25	119,705	15,704	24,892	11,480	171,781
4501 Law Library Fund	1.00	27,102	3,144	7,659	2,111	40,016
4574 Superior Crt Cost of Pros	0.60	31,767	2,689	4,595	2,475	41,526
4577 Court Improv Project	0.50	11,400	1,322	3,830	888	17,440
6000 Library District Grants	0.30	58,844	1,177	2,298	4,593	66,912
6010 Library Assistance	3.20	169,974	19,717	24,509	13,863	228,063
6500 Public Works	74.56	2,745,866	315,086	570,606	289,933	3,921,491
6570 Waste Tire Fund	0.67	23,237	2,696	5,106	1,814	32,853
6860 Fuel Management	0.50	18,080	2,062	3,830	1,536	25,508
6870 Fleet Management	2.50	74,898	8,665	19,148	7,777	110,488
Total Special Revenue Funds	213.04	\$ 7,967,755	\$ 1,021,622	\$ 1,608,339	\$ 738,906	= \$ 11,336,622
DEBT SERVICE FUNDS		\$	\$	\$	\$	= \$
Total Debt Service Funds		\$	\$	\$	\$	= \$
CAPITAL PROJECTS FUNDS		\$	\$	\$	\$	= \$
Total Capital Projects Funds		\$	\$	\$	\$	= \$
PERMANENT FUNDS						
6880 Facilities Mgmt	20.72	654,160	75,412	157,012	63,921	950,505
6880 Facilities Mgmt-Sheriff	2.00	61,671	7,131	15,318	6,109	90,229
Total Permanent Funds	22.72	\$ 715,831.00	\$ 82,543.00	\$ 172,330.00	\$ 70,030.00	= \$ 1,040,734
ENTERPRISE FUNDS						
6850 Recycling & Lndfl Mgmt	12.33	\$ 393,987	\$ 45,357	\$ 94,463	\$ 43,088	= \$ 576,895
Total Enterprise Funds	12.33	\$ 393,987	\$ 45,357	\$ 94,463	\$ 43,088	= \$ 576,895
TOTAL ALL FUNDS	651.97	\$ 25,412,964	\$ 3,606,213	\$ 4,916,144	\$ 2,368,514	= \$ 34,961,492



Gila County Arizona

Authorized Positions

FY 2014 **Comparison to** **FY 2015**



Gila County Arizona

GILA COUNTY AUTHORIZED POSITIONS COMPARISON OF PROPOSED 2015 VS 2014 APPROVED BUDGET

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014
				FTE'S	TOTAL			
General Fund	1005							
	Board of Supervisors							
	Supervisor		Salary	3.00		3.00		0.00
	County Manager			490	1.00	1.00		0.00
	Executive Admin Assistant			310	3.00	3.00		0.00
	Deputy County Manager			470	0.50	0.50		0.00
	Administrative Services Mgr			350	1.00	1.00		0.00
	Clerk of the Board			400	1.00	1.00		0.00
	Management Associate			330	1.00	1.00		0.00
	Deputy Clerk of the Board			310	1.00	1.00	11.50	0.00
	Elections							
	Elections Director			400	1.00	1.00		0.00
	Elections Specialist			300	1.00	1.00		0.00
	Voter Outreach Coordinator			280	1.00	1.00		0.00
	Elections Assistant			230	1.00	1.00	4.00	0.00
	Emergency Services							
	Dir of Hlth & Emergency Services			450	0.50	0.50		0.00
	Executive Admin Assistant			310	0.50	0.50		0.00
	Emergency Services Manager			360	0.95	1.00		0.05
	Administrative Clerk Senior			210	0.30	0.08		(0.23)
	Accounting Clerk			190	0.50	0.25	2.33	(0.25)
	Human Resources							
	Dir Hum Resources & Risk Mgmt			440	1.00	1.00		0.00
	Benefits & HRIS Administrator			330	1.00	1.00		0.00
	Human Resource Assistant Sr			270	1.00	1.00		0.00
	HR & Library Services Assistant			230	0.00	0.50		0.50
	Receptionist			23	0.50	0.00		(0.50)
	Comp & Risk Mgmt Administrator			330	1.00	1.00	4.50	0.00
	Community Development							
	Dir Community Development			420	1.00	1.00		0.00
	Building Official			390	1.00	1.00		0.00
	Env Engineering Manager			360	1.00	1.00		0.00
	Deputy Building Official			330	1.00	1.00		0.00
	Building Safety Specialist			330	2.00	1.00		(1.00)
	Code Enforcement Supervisor			320	1.00	1.00		0.00
	Env Engineering Specialist			310	1.00	1.00		0.00
	Zoning & Building Inspector			290	4.00	3.00		(1.00)
	Permit Tech			220	0.00	1.00		1.00
	Environmental Planning Tech			290	1.00	1.00		0.00
	Executive Admin Assistant			310	1.00	1.00		0.00
	Code Compliance Specialist			290	1.00	1.00		0.00
	Code Compliance Specialist			290	1.00	1.00	15.00	0.00
	GIS Rural Addressing							
	Rural Addressing Analyst			260	2.00	1.00	1.00	(1.00)
	Recorder							
	Recorder		Salary	1.00		1.00		0.00
	Chief Deputy Recorder			390	1.00	1.00		0.00
	Recorder's Office Supervisor			310	2.00	1.00		(1.00)
	Voter Registration Coord			240	0.00	1.00		1.00
	Voter Outreach Assistant			220	2.00	2.00		0.00
	Recorder's Clerk Senior			230	3.00	3.00		0.00
	Recorder's Clerk			190	3.00	3.00	12.00	0.00



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014
				FTE'S	TOTAL			
	Administrative Services							
		Administrative Clerk Specialist	240	1.00		1.00		0.00
		Administrative Clerk	190	2.00	3.00	2.00	3.00	0.00
	Finance/Purchasing							
		Finance Director	440	1.00		1.00		0.00
		Accountant Senior	350	2.00		2.00		0.00
		Accounting Analyst	290	2.00		2.00		0.00
		Accountant	320	1.00		1.00		0.00
		Payroll Specialist	250	2.00		2.00		0.00
		Accounting Clerk Senior	210	2.00		2.00		0.00
		Buyer	230	1.00		2.00		1.00
		Procurement Administrator	29	1.00		0.00		(1.00)
		Contracts Administrator	280	1.00	13.00	1.00	13.00	0.00
	Treasurer							
		Treasurer	Salary	1.00		1.00		0.00
		Chief Deputy Treasurer	390	1.00		1.00		0.00
		Accountant	320	1.00		1.00		0.00
		Treasurer Svcs Supervisor	320	1.00		1.00		0.00
		Accounting Clerk Specialist	240	1.00		1.00		0.00
		Treasurer Svcs Specialist	220	1.00		1.00		0.00
		Treasurer Svcs Assistant	210	1.00	7.00	1.00	7.00	0.00
	Computer Services							
		Director Information Technology	430	1.00		1.00		0.00
		WAN Manager	360	1.00		0.00		(1.00)
		IT Systems Administrator	360	1.00		2.00		1.00
		IT Support Specialist	330	1.50		1.50		0.00
		Help Desk Coordinator	300	1.00		1.00		0.00
		IT & School Systems Admin	360	0.59	6.09	0.59	6.09	0.00
	Assessor							
		Assessor	Salary	1.00		1.00		0.00
		Chief Deputy Assessor	390	1.00		1.00		0.00
		Chief Appraiser	380	1.00		1.00		0.00
		Property Appraiser III Lead	39	1.00		0.00		(1.00)
		Cartography GIS Analyst	290	1.00		1.00		0.00
		Property Appraiser II	270	3.00		4.00		1.00
		Property Appraiser II Senior	34	1.00		0.00		(1.00)
		Mapping Technician	220	1.00		1.00		0.00
		Property Appraiser I	250	2.00		4.00		2.00
		Property Appraiser	26	2.00		0.00		(2.00)
		Administrative Assistant	250	0.00		1.00		1.00
		Title Examiner	250	1.00		1.00		0.00
		Appraisal Specialist	23	1.00		0.00		(1.00)
		CAMA Program Administrator	320	0.00		1.00		1.00
		Assessor's Aide	190	1.00	17.00	1.00	17.00	0.00
	Sheriff - Detention Medical							
		Detention Medical Director	420	1.00		1.00		0.00
		Nurse	350	2.00		2.00		0.00
		Medical Assistant	35	1.00		0.00		(1.00)
		Inmate Counselor	330	0.48		0.48		0.00
		Medical Assistant	280	2.00	6.48	3.00	6.48	1.00
	Sheriff - Patrol							
		Patrol Commander Lieutenant	410	2.00		2.00		0.00
		Deputy Sheriff Sergeant	370	8.48		9.48		1.00
		Property & Evidence Custodian	330	1.00		1.00		0.00
		Deputy Sheriff Sergeant SRO	370	1.00		0.00		(1.00)
		Deputy Sheriff Detective	340	5.00		5.00		0.00
		Deputy Sheriff	340	25.00		27.00		2.00
		Deputy Sheriff SRO	340	2.00	44.48	0.00	44.48	(2.00)



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014	
				FTE'S	TOTAL				
	Sheriff - Dispatch								
		911 Dispatcher Supervisor	320	2.00		2.00		0.00	
		911 Dispatcher	270	19.00	21.00	19.00	21.00	0.00	
	Sheriff - Administration								
		Sheriff	Salary	1.00		1.00		0.00	
		Chief Deputy Sheriff	470	1.00		1.00		0.00	
		Undersheriff	450	1.00		1.00		0.00	
		Chief Administrative Officer	420	1.00		1.00		0.00	
		IT Support Specialist	330	1.50		1.98		0.48	
		Executive Admin Assistant	310	1.00		1.00		0.00	
		IT Admin Support Tech	33	0.48		0.00		(0.48)	
		Sheriff Records Supervisor	290	1.00		1.00		0.00	
		Accounting Clerk Specialist	240	1.00		1.00		0.00	
		Records Clerk	210	1.00		2.48		1.48	
		Civil Clerk	220	0.00		1.00		1.00	
		Administrative Clerk	190	5.96	15.94	3.48	15.94	(2.48)	
	Sheriff - Detention								
		Detention Commander	430	1.00		1.00		0.00	
		Detention Officer Lieutenant	380	3.00		3.00		0.00	
		Detention Officer Sergeant	320	11.00		11.00		0.00	
		Prof Standards Investigator	410	1.00		1.00		0.00	
		Detention Officer Lead	30	1.00		0.00		(1.00)	
		Detention Officer	270	46.96		47.96		1.00	
		Special Investigator	320	0.48	64.44	0.48	64.44	0.00	
	<i>Total Sheriff-General Fund</i>					152.34		152.34	0.00
	County Attorney								
		County Attorney	Salary	1.00		1.00		0.00	
		Chief Deputy County Attorney	490	1.00		1.00		0.00	
		Civil Bureau Chief	470	2.00		1.00		(1.00)	
		Deputy County Attorney Senior	420	4.00		3.00		(1.00)	
		Deputy County Attorney Principal	440	1.00		1.00		0.00	
		Deputy County Attorney	400	1.00		3.00		2.00	
		Chief Detective	370	1.00		1.00		0.00	
		Detective	350	2.00		2.00		0.00	
		Fiscal Administrator	350	1.00		1.00		0.00	
		Executive Admin Assistant	310	1.00		1.00		0.00	
		Legal Secretary Senior	270	1.00		2.00		1.00	
		Victim Witness Advocate	300	0.50		0.50		0.00	
		Legal Secretary Senior	290	7.10		6.10		(1.00)	
		Public Agency Courts Liaison	300	1.00	24.60	1.00	24.60	0.00	
	Clerk of Superior Court								
		Clerk of Court	Salary	1.00		1.00		0.00	
		Chief Deputy Clerk of Court	390	1.00		1.00		0.00	
		Court Svcs Business Manager	350	1.00		1.00		0.00	
		Court Services Supervisor	320	1.00		1.00		0.00	
		Court Administrative Assistant	250	1.00		1.00		0.00	
		Courtroom Clerk Technician	290	8.00		7.00		(1.00)	
		Assoc Jury Commissioner	300	1.00		1.00		0.00	
		Courtroom Clerk IVD	270	1.00		1.00		0.00	
		Court Clerk	240	6.40		7.40		1.00	
		Accounting Clerk Specialist	240	2.00	23.40	2.00	23.40	0.00	
	Child Support Enforcement								
		Deputy County Attorney Principal	440	1.00		1.00		0.00	
		Child Support Services Supervisor	330	1.00		1.00		0.00	
		Child Support Services Lead	290	2.00		2.00		0.00	
		Child Support Case Manager	280	8.00		8.00		0.00	
		Administrative Clerk	190	2.00	14.00	2.00	14.00	0.00	



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015	Total	Change
				FTE'S	TOTAL	Proposed		2015 vs 2014
	Globe Justice Court							
		Justice of the Peace	Salary	1.00		1.00		0.00
		Justice Court Operations Manager	350	1.00		1.00		0.00
		Justice Court Lead	280	1.00		1.00		0.00
		Justice Court Clerk Senior	260	1.00		1.00		0.00
		Accounting Clerk Senior	210	1.00		1.00		0.00
		Justice Court Clerk	230	1.00		1.00		0.00
		Justice Court Clerk Associate	200	4.60	10.60	4.10	10.10	(0.50)
	Payson Justice Court							
		Justice Of The Peace	Salary	1.00		1.00		0.00
		Justice Court Operations Manager	350	1.00		1.00		0.00
		Justice Court Clerk Lead	280	1.00		1.00		0.00
		Justice Court Clerk Senior	260	1.00		1.00		0.00
		Justice Court Clerk	230	1.62		4.00		2.38
		Justice Court Clerk Associate	200	4.00	9.62	1.00	9.00	(3.00)
	Globe Constable							
		Globe Constable	Salary	1.00		1.00		0.00
		Deputy Constable	340	0.50		0.50		0.00
		Constable Clerk	220	1.00	2.50	1.00	2.50	0.00
	Payson Constable							
		Payson Constable	Salary	1.00		1.00		0.00
		Deputy Constable	340	0.48		0.48		0.00
		Constable Clerk	220	1.00	2.48	1.00	2.48	0.00
	Court Information Systems							
		Court Info Sys Manager	400	1.00		0.00		(1.00)
		IT Admin & Support Specialist	360	1.00		1.00		0.00
		IT Support Technician	310	2.00	4.00	2.00	3.00	0.00
	Superior Court Div I							
		Judge	Salary	1.00		1.00		0.00
		Court Reporter	360	1.00		1.00		0.00
		Judicial Assistant	310	1.00	3.00	1.00	3.00	0.00
	Superior Court Div II							
		Judge	Salary	1.00		1.00		0.00
		Court Reporter	360	1.00		1.00		0.00
		Judicial Assistant	310	1.00	3.00	1.00	3.00	0.00
	Superior Courts General							
		Superior Court Administrator	440	1.00		1.00		0.00
		Deputy Court Administrator	410	1.00		1.00		0.00
		Court Reporter	360	1.00		1.00		0.00
		Court Caseflow Manager	320	1.50		0.50		(1.00)
		Judicial Assistant	310	1.00		1.00		0.00
		Administrative Assistant	250	1.00		1.00		0.00
		Calendar Administrator	240	1.90		1.90		0.00
		Bailiff Interpreter	230	0.25		0.00		(0.25)
		Bailiff	230	0.88		0.88		0.00
		Court Commissioner	0	0.45		0.20		(0.25)
		CPO & Superior Court Admin	490	0.20		0.20		0.00
		Judge Pro Tempore	0	0.75	10.93	1.00	9.68	0.25
	Probation							
		CPO & Superior Court Admin	490	0.72		0.72		0.00
		Chief Deputy Probation Officer	420	0.80		0.80		0.00
		Probation Fiscal Services Mgr	380	0.70		0.70		0.00
		Juvenile Surveillance Officer	280	1.00		1.00		0.00
		Deputy Probation Officer II	340	1.50		1.00		(0.50)
		Probation Operations Manager	360	1.00		1.00		0.00
		Office Supervisor	280	2.00		2.00		0.00
		Probation Aide	210	1.50		1.50		0.00
		Administrative Clerk Senior	210	0.80	10.02	0.80	9.52	0.00



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014	
				FTE'S	TOTAL				
	Juvenile Detention								
		Juv Detention Facility Manager	380	1.00		1.00		0.00	
		Juv Detention Shift Supervisor	320	4.00		4.00		0.00	
		Juvenile Detention Officer	270	18.48		18.96		0.48	
		Juvenile Detention Officer	29	0.48		0.00		(0.48)	
		Administrative Clerk Senior	210	1.00	24.96	1.00	24.96	0.00	
	Flood Plain Management								
		Chief Eng Flood Control District	410	1.00		1.00		0.00	
		Flood Control Technician	270	0.00		1.00		1.00	
		Engineering Technician	270	1.00		0.48		(0.52)	
		Engineering Technician Senior	33	0.48	2.48	0.00	2.48	(0.48)	
	Public Fiduciary								
		Public Fiduciary	400	1.00		1.00		0.00	
		Deputy Public Fiduciary	380	1.00		1.00		0.00	
		Pub Fid Services Specialist Sr	280	1.00		1.00		0.00	
		Pub Fid Services Specialist	250	1.00		2.00		1.00	
		Public Fiduciary Services Spec I	28	1.00		0.00		(1.00)	
		Finance Specialist	250	1.00		1.00		0.00	
		Administrative Clerk	190	1.00	7.00	1.00	7.00	0.00	
	Fairgrounds-MOVED TO 6880 FACILITIES								
		Bldg & Grounds Maint Supervisor	35	1.00		0.00		(1.00)	
		Building Maintenance Tech	25	3.00	4.00	0.00	0.00	(3.00)	
	School Superintendent								
		School Superintendent	Salary	1.00		1.00		0.00	
		Chief Deputy School Supt	390	1.00		1.00		0.00	
		Administrative Assistant	250	1.00		1.00		0.00	
		Account Clerk Senior	210	1.00		1.00		0.00	
		IT & School Systems Admin	360	0.41		0.41		0.00	
		Accounting Clerk	190	2.00	6.41	2.00	6.41	0.00	
	TOTAL GENERAL FUND - 1005					414.18		403.89	0.00
								(10.30)	
	Special Revenue Funds								
	Health								
	1008	Administration							
		Dir Health & Emergency Svcs	450	0.50		0.50		0.00	
		Health Services Program Manager	370	1.00		1.00		0.00	
		Public Health Nurse	350	1.99		1.86		(0.13)	
		Environmental Health Specialist	290	2.00		2.00		0.00	
		Comm Disease Spec	260	0.25		0.00		(0.25)	
		Environmental Health Manager	360	0.22		0.22		0.00	
		Executive Admin Assistant	310	0.50		0.50		0.00	
		Administrative Assistant	28	0.50		0.00		(0.50)	
		Administrative Clerk Senior	210	1.00		1.13		0.13	
		Accounting Clerk	190	0.25		0.25		0.00	
		Administrative Clerk	190	1.00	9.21	1.00	8.46	0.00	
	1009	Rabies/Animal Control							
		Animal Reg Enforcement Manager	340	1.00		1.00		0.00	
		Animal Control Officer	220	1.00		4.00		3.00	
		Animal Reg Enf Officer	19	3.00		0.00		(3.00)	
		Animal Care Worker	170	1.00		1.00		0.00	
		Hearing Officer Contractor	0	0.06	6.06	0.06	6.06	0.00	
	2517	HIV							
		HIV Program Coordinator	300	0.05	0.05	0.05	0.05	0.00	



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014
				FTE'S	TOTAL			
2518	WIC	Nutrition Manager	340	0.99		0.99		0.00
		Staff Nutritionist	310	1.00		1.00		0.00
		Breastfeeding Counselor Supv	280	1.00		1.00		0.00
		Community Health Assistant Sr	26	0.96		0.00		(0.96)
		Community Health Specialist	220	1.42		2.70		1.28
		Accounting Clerk	190	0.10		0.20		0.10
		Breastfeeding Counselor	200	1.00		1.00		0.00
		Deputy Director Health	410	0.02		0.02		0.00
		Administrative Clerk	190	1.00	7.49	0.00	6.91	(1.00)
		2519	TB	Public Health Nurse	350	0.08	0.08	0.08
2521	Community Health Grant	Deputy Director Health	410	0.19		0.19		0.00
		Accounting Clerk	190	0.09		0.10		0.01
		Community Health Specialist	220	1.00	1.28	1.00	1.29	0.00
2524	Immunization	Administrative Clerk Senior	210	1.00		1.00		0.00
		Public Health Nurse	350	1.26		1.34		0.08
		Accounting Clerk	190	0.08	2.34	0.10	2.44	0.02
2526	Private Stock Vaccines	Public Health Nurse	350	0.00	0.00	0.17	0.17	0.17
2527	Population Health Initiative	Accounting Clerk	190	0.10		0.10		0.00
		Worksite Wellness Coordinator	300	0.50	0.60	0.50	0.60	0.00
2528	Commodity Supplement Food Program	Nutrition Manager	340	0.01		0.01		0.00
		Community Health Asst	26	0.04		0.00		(0.04)
		Community Health Specialist	220	0.06	0.11	0.10	0.11	0.04
2530	HIV Consortium	Accounting Clerk	190	0.09		0.09		0.00
		Medical Case Manager	270	1.00		1.00		0.00
		HIV Early Intervention Coord	250	0.00		1.00		1.00
		HIV Program Coordinator	300	0.95	2.04	0.95	3.04	0.00
2550	Public Hlth Emerg Preparedness	PHEP Manager	350	1.00		1.00		0.00
		Emergency Services Manager	360	0.05		0.00		(0.05)
		Communicable Diseases Specialist	260	1.00		1.00		0.00
		Accounting Clerk	190	0.25		0.25		0.00
		Administrative Clerk Senior	210	0.20	2.50	0.05	2.30	(0.15)
2552	Tobacco Free Environment	Health Programs Manager	330	1.00		0.00		(1.00)
		Accounting Clerk	190	0.10		0.10		0.00
		Community Health Specialist	220	1.38	2.48	2.00	2.10	0.62
2557	Prop 201 Smoke Free AZ Act	Environmental Health Manager	360	0.78	0.78	0.78	0.78	0.00
2559	Family Planning	Public Health Nurse	350	0.00	0.00	0.05	0.05	0.05
2560	Teen Pregnancy Prevention Svcs	Community Health Specialist	220	3.00		3.00		0.00
		Deputy Director Health	410	0.19		0.19		0.00
		Accounting Clerk	190	0.14	3.33	0.15	3.34	0.01



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014
				FTE'S	TOTAL			
2564	Cenpatico Prevention Svcs							
		Accounting Clerk	190	0.00		0.10		0.10
		Community Health Specialist	220	0.00	0.00	1.00	1.10	1.00
2568	FTF Early Childhood Screening							
		Public Health Nurse	350	0.17	0.17	0.00	0.00	(0.17)
2570	Maternal & Child Home Visiting							
		Accounting Clerk	190	0.15		0.15		0.00
		Deputy Director Health	410	0.30		0.30		0.00
		Home Visitation Coordinator	280	1.00	1.45	1.00	1.45	0.00
2575	Healthy Steps							
		Accounting Clerk	190	0.15		0.16		0.01
		Deputy Director Health	410	0.30		0.30		0.00
		Healthy Steps Coordinator	300	2.00	2.45	2.00	2.46	0.00
Community Services								
2000	Housing							
		Director Community Services	430	0.20		0.20		0.00
		Administrative Assistant	250	0.25		0.20		(0.05)
		Fiscal Services Manager	350	0.40		0.25		(0.15)
		Section 8 Program Administrator	280	1.00		1.00		0.00
		Administrative Clerk Sr	210	0.33		0.00		(0.33)
		Housing Rehab Specialist	240	1.00		1.00		0.00
		Housing Project Administrator	280	0.00		1.00		1.00
		Grants Administrator	240	0.26		0.31		0.05
		Housing Services Administrator	280	1.00		1.00		0.00
		Accountant	320	0.25	4.69	0.00	4.96	(0.25)
2001	Community Action Program							
		Director Community Services	430	0.12		0.12		0.00
		Administrative Assistant	250	0.24		0.15		(0.09)
		Fiscal Services Manager	350	0.35		0.50		0.15
		Accountant	320	0.25		0.00		(0.25)
		Community Action Prog Admin	280	1.00		1.00		0.00
		Social Services Case Mgr	270	1.00		1.00		0.00
		Administrative Clerk Sr	210	0.34		1.00		0.66
		Grants Administrator	240	0.58	3.88	0.32	4.09	(0.26)
2012	Gila Employment & Special Training							
		Director Community Services	430	0.01		0.01		0.00
		GEST Program Manager	330	1.00		1.00		0.00
		Administrative Assistant	250	0.01		0.05		0.04
		Grants Administrator	240	0.04		0.26		0.22
		Fiscal Services Manager	350	0.00		0.05		0.05
		Community Services Worker	210	9.00	10.06	8.00	9.37	(1.00)
2015	Workforce Investment Act Programs							
		Director Community Services	430	0.67		0.67		0.00
		REPAC Program Manager	47	1.00		0.00		(1.00)
		WIA Prog Coordinator	47	1.00		0.00		(1.00)
		Fiscal Services Manager	350	0.25		0.20		(0.05)
		WIA Program Manager	330	1.00		1.00		0.00
		Bus Svc Rep 1 Stop Manager	310	1.00		1.00		0.00
		Career & Employment Spec Sr	33	1.00		0.00		(1.00)
		Career & Employment Specialist	260	2.00		3.00		1.00
		Accountant	320	0.50		0.00		(0.50)
		Administrative Assistant	250	0.50		0.60		0.10
		Administrative Clerk Senior	210	0.33		2.25		1.92
		Accounting Clerk Senior	210	1.00		0.75		(0.25)
		Administrative Clerk Senior	18	2.00	12.25	0.00	9.47	(2.00)
Sheriff								
3001	Drug Gang Violent Crime Control							
		Task Force Commander	430	1.00		1.00		0.00
		Task Force Sergeant K-9	340	1.00		1.00		0.00
		Deputy Sheriff	340	2.00	4.00	2.00	4.00	0.00



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014
				FTE'S	TOTAL			
3055	Sheriff's Commissary Fund							
		Detention Officer	270	1.00	1.00	1.00	1.00	0.00
3061	Sheriff BLESF Program							
		Deputy Sheriff	340	2.00	2.00	2.00	2.00	0.00
	County Attorney							
3510	Child Support Enforcement - IV D Incentive/SSRE							
		Child Support Case Manager	280	2.00	2.00	2.00	2.00	0.00
3511	Child Support Other Reimb							
		Deputy County Attorney Senior	420	1.00	1.00	1.00	1.00	0.00
3531	Justice Enhancement							
		Paralegal Sr	360	1.00		1.00		0.00
		Legal Secretary Senior	290	2.00		2.00		0.00
		Legal Secretary	270	1.00	4.00	1.00	4.00	0.00
3542	Diversion Program							
		Diversion Prog Administrator	300	1.50		1.50		0.00
		Deputy County Attorney Senior	420	1.00		1.00		0.00
		Paralegal	340	1.00		1.00		0.00
		Deputy County Attorney Sr	420	0.48		0.48		0.00
		Legal Secretary Senior	290	2.00		2.00		0.00
		Diversion Officer	290	1.00	6.98	1.00	6.98	0.00
3544	Cost of Prosecution Reimb Fund							
		Deputy County Attorney	400	1.00		1.00		0.00
		Detective	350	1.00		1.00		0.00
		Legal Secretary	270	1.00	3.00	1.00	3.00	0.00
3547	Deferred Prosecution Program							
		Legal Secretary Senior	290	1.00	1.00	1.00	1.00	0.00
3557	A G Victim Rights							
		Legal Secretary Senior	33	0.90	0.90	0.90	0.90	0.00
3561	Drug Prosecution Grant							
		Deputy County Attorney	400	1.00	1.00	1.00	1.00	0.00
3563	Crime Victim Assistance Program							
		Victim Witness Advocate	300	0.50	0.50	0.50	0.50	0.00
	Probation							
4042	Adult Probation Service Fees							
		Juvenile Surveillance Officer	280	1.00		1.00		0.00
		Deputy Probation Officer	41	1.00		0.00		(1.00)
		Deputy Probation Officer II	340	2.00		3.00		1.00
		Administrative Clerk Senior	210	0.75	4.75	0.75	4.75	0.00
4051	Adult Intensive Probation Supervision							
		Chief Deputy Probation Officer	420	0.20		0.20		0.00
		Probation Manager	380	1.00		1.00		0.00
		Deputy Probation Officer II	340	2.00		2.00		0.00
		Administrative Clerk Senior	210	1.00	4.20	1.00	4.20	0.00
4059	State Aid Enhancement							
		CPO & Superior Court Admin	490	0.18		0.08		(0.10)
		Probation Manager	380	1.00		1.00		0.00
		Deputy Probation Officer II	340	5.00		4.00		(1.00)
		Deputy Probation Officer I	320	0.00		1.00		1.00
		Administrative Clerk Senior	210	2.00	8.18	2.00	8.08	0.00



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014
				FTE'S	TOTAL			
4071	JPSF Treatment	Probation Manager	380	1.00	1.00	1.00	1.00	0.00
4146	Juvenile Diversion Fees	Administrative Clerk Sr	210	0.25	0.25	0.25	0.25	0.00
4147	Juvenile Probation Service Fee	Probation Aide	210	0.50	0.50	0.50	0.50	0.00
4177	Court Appointed Spec Advocate	CASA Coordinator	330	1.00		1.00		0.00
		Administrative Clerk Senior	210	0.50	1.50	0.50	1.50	0.00
4194	Diversion Consequences	Administrative Clerk Sr	210	0.20		0.20		0.00
		Teen Court Coordinator	220	0.00	0.20	0.38	0.58	0.38
4195	Diversion Intake	Probation Manager	380	1.50		1.50		0.00
		Probation Fiscal Services Mgr	380	0.30		0.30		0.00
		Deputy Probation Officer II	340	2.00		2.00		0.00
		Administrative Clerk Senior	210	0.25	4.05	0.25	4.05	0.00
4196	Juvenile Intensive Prob Superv	Probation Manager	380	0.50		0.50		0.00
		Deputy Probation Officer II	340	1.00		1.50		0.50
		Administrative Clerk Senior	210	1.00	2.50	1.00	3.00	0.00
4197	Juvenile Standards Probation	Deputy Probation Officer II	340	2.50		2.50		0.00
		Administrative Clerk Senior	210	0.75	3.25	0.75	3.25	0.00
4501	Law Library Fund	Balliff Interpreter	230	1.00	1.00	1.00	1.00	0.00
Superior Courts General								
4555	Drug Enforcement	Court Clerk	240	1.00	1.00	0.00	0.00	(1.00)
4556	Field Trainer	Court Case Mgmt Sys Trainer	320	0.50	0.50	0.00	0.00	(0.50)
4574	Cost of Prosecution	Court Case Mgmt Sys Trainer	320	0.50		0.00		(0.50)
		Court Casflow Manager	320	0.50		0.50		0.00
		Calendar Administrator	240	0.10	1.10	0.10	0.60	0.00
4577	Court Improvement Project	Administrative Clerk Senior	210	0.50	0.50	0.50	0.50	0.00
Library District								
6010	Library Assistance	Assistant County Manager	460	1.00		1.00		0.00
		Library Systems Administrator	360	1.00		1.00		0.00
		HR & Library Services Assistant	230	0.00		0.50		0.50
		Receptionist	23	0.50		0.00		(0.50)
		Public Services Librarian	290	1.00	3.50	0.70	3.20	(0.30)
6000	Library Grants	Public Services Librarian	290	0.00	0.00	0.30	0.30	0.30



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015 Proposed	Total	Change 2015 vs 2014
				FTE'S	TOTAL			
6500	Public Works							
	505	Administration						
		Director Public Works	450	1.00		1.00		0.00
		Deputy Director Public Works	420	1.00		1.00		0.00
		Fiscal Services Manager	350	1.00		1.00		0.00
		Executive Admin Assistant	310	1.00		1.00		0.00
		Accounting Clerk Senior	210	1.00	5.00	1.00	5.00	0.00
	510	Consolidated Roads						
		Roads Shops Manager	390	1.00		1.00		0.00
		Regional Roads Manager	350	2.00		2.00		0.00
		Public Works Roads Supervisor	320	6.00		6.00		0.00
		Road Maint Equip Operator Sr	280	8.00		8.00		0.00
		Administrative Assistant	250	2.00		2.00		0.00
		Road Maint Equip Operator	240	17.00		17.00		0.00
		Custodian	120	0.19		0.18		(0.01)
		Road Maintenance Worker	190	3.00	39.19	3.00	39.18	0.00
	513	Surveying						
		GIS System Supervisor	370	0.50		0.50		0.00
		Survey Supervisor	350	1.00		1.00		0.00
		Land Surveyor	320	1.00	2.50	1.00	2.50	0.00
	514	Engineering						
		County Engineer	410	1.00		1.00		0.00
		Design Engineer	360	0.00		1.00		1.00
		Construction Project Manager	360	2.00		1.00		(1.00)
		GIS System Supervisor	370	0.50		0.50		0.00
		Sign Department Supervisor	330	1.00		1.00		0.00
		Materials Tester Safety Rep	310	1.00		1.00		0.00
		Engineering Technician	270	3.00		3.00		0.00
		Administrative Assistant	190	0.50		1.00		0.50
		CONTRACT WORKER (.20)	24	0.20	9.20	0.20	9.70	0.00
	527	Equipment Shops						
		Fleet & Equip Maint Supervisor	320	1.00		1.00		0.00
		Veh & Equip Maint Supervisor	320	1.00		1.00		0.00
		Vehicle & Equip Mechanic Lead	300	2.00		2.00		0.00
		Vehicle & Equip Mechanic Senior	380	2.00		2.00		0.00
		Vehicle & Equip Mechanic	270	2.00		2.00		0.00
		Welder Mechanic	280	1.00		1.00		0.00
		Lube Specialist	220	2.00		2.00		0.00
		Automotive Mechanic	270	1.00		1.00		0.00
		Inventory & Parts Specialist	220	1.00		1.00		0.00
		Administrative Clerk Specialist	240	2.00		2.00		0.00
		Automotive Service Worker Sr	190	1.00		1.00		0.00
		Custodian	120	0.19		0.18		(0.01)
		Automotive Service Worker	190	2.00	18.19	2.00	18.18	0.00
	6570	Waste Tire Fund						
		Administrative Clerk Specialist	240	0.67	0.67	0.67	0.67	0.00
	6850	Recycling & Landfill Mgmt - Administration						
		Recycling & Landfill Manager	370	1.00		1.00		0.00
		Administrative Clerk Specialist	240	0.33	1.33	0.33	1.33	0.00
	6850	Recycling & Landfill Mgmt - Buckhead Mesa						
		Recycling & Landfill Supervisor	320	1.00		1.00		0.00
		Rec & Landfill Oper Worker Sr	240	3.00		3.00		0.00
		Scalehouse Attendant	190	1.00	5.00	1.00	5.00	0.00
	6850	Recycling & Landfill Mgmt - Russell Gulch						
		Recycling & Landfill Supervisor	320	1.00		1.00		0.00
		Rec & Landfill Oper Worker Sr	240	3.00		3.00		0.00
		Recycling & Landfill Oper Worker	190	1.00		2.00		1.00
		Solid Waste Services Worker	15	1.00	6.00	0.00	6.00	(1.00)
	6860	Fuel Management						
		Fleet Fuel Info Sys Analyst	260	0.50	0.50	0.50	0.50	0.00



Gila County Arizona

Fund	Department	Position	Grade	Budget for 2014		2015	Total	Change
				FTE'S	TOTAL	Proposed		2015 vs 2014
6870	Fleet Management							
		Automotive Mechanic	270	2.00		2.00		0.00
		Fleet Fuel Info Sys Analyst	260	0.50	2.50	0.50	2.50	0.00
6880	Facilities Management-FAIRGROUNDS 1005.525 POSITIONS MOVED HERE							
		Facility Manager	370	1.00		1.00		0.00
		Assistant Facilities Manager	340	1.00		1.00		0.00
		Bldg Maintenance Tech Lead	300	1.00		1.00		0.00
		Bldg Maintenance Tech Lead	300	0.00		1.00		1.00
		Bldgs & Grnds Maint Specialist	280	1.00		1.00		0.00
		Bldg Maintenance Tech Senior	270	5.00		5.00		0.00
		Bldg Maintenance Technician	220	2.00		2.00		0.00
		Bldg Maintenance Technician	220	0.00		3.00		3.00
		Administrative Clerk Specialist	240	1.00		1.00		0.00
		Administrative Clerk Senior	210	1.00		1.00		0.00
		Custodian Lead	170	1.00		1.00		0.00
		Custodian	5	1.00		0.00		(1.00)
		Custodian	120	1.70	16.70	2.72	20.72	1.02
6880	Facilities Management - Jail Maintenance							
		Bldg Maintenance Tech Senior	270	1.00		1.00		0.00
		Bldg Maintenance Technician	220	1.00	2.00	1.00	2.00	0.00
TOTAL SPECIAL REVENUE FUNDS					247.44		248.09	0.00
TOTAL POSITIONS					661.62		651.97	0.00



Gila County Arizona

Capital Projects
and
Capital Outlay

FY 2015



Gila County Arizona

GILA COUNTY FY15 PROJECTS AND CAPITAL PURCHASES

COURT SECURITY PROJECTS

Security personnel	\$	150,000
Payson & Globe Doors/Cameras Hardware & Software	\$	120,000
Payson Security Entrance	\$	102,400
S.O. Monroe Bldg card access	\$	26,000
Security doors, camera repairs, door access system & troubleshooting	\$	10,000
	\$	<u>408,400</u>

BOND BUILDING PROJECTS

Property Lease/Purchase & Bldg construction-refurbishment	\$	433,946
Contingency-remaining use of bond monies	\$	50,000
	\$	<u>483,946</u>

CAPITAL IMPROVEMENT PROJECTS

Globe Courthouse repairs/parking lot repairs	\$	178,612
Globe Courthouse (Schools & Assessors & County Attorney Remodel-1st & 2nd Floors)	\$	337,000
Globe Courthouse (Child Support, Conf Room, Constable, Hearing Room Remodel-1st Floor)	\$	120,000
Globe CH Clerk of the Court vault filing system	\$	13,000
Fairgrounds vent hood/lockers/fencing	\$	91,950
Globe Jail bldg repairs/parking lot	\$	196,400
Roosevelt Substation door & A/C repairs	\$	37,000
Globe Juvenile Detention parking lot repair	\$	11,000
Gila County IT System Upgrades	\$	75,000
Payson Chamber Remodel for SO	\$	111,080
Payson Jail Remodel/parking lot repaving	\$	386,750
Fleet Vehicle Replacement Plan	\$	360,000
Pine/Strawberry Shelters	\$	25,399
Payson Courthouse Steps & Landings	\$	129,000
Facilities Plan	\$	4,188
Animal Control Building	\$	500,000
	\$	<u>2,576,379</u>

NON-CAPITALIZED PROJECTS

Natural Resources/Fire Suppression	\$	209,000
Public Info/Transparency	\$	9,500
Economic Development	\$	118,750
Salary Study/Plan/Implementation	\$	1,500,000
Finance Computer Upgrade/Modules	\$	85,000
Community College Supplementation	\$	250,000
	\$	<u>2,172,250</u>



Gila County Arizona

DEPARTMENTAL CAPITAL OUTLAY	DEPT TOTAL	
ELECTIONS	\$	50,000
Future equipment replacement plan	\$	50,000
SHERIFF	\$	142,337
Outboard Motor for Triton Boat	\$	22,291
Spillman Equip/Software Modules	\$	59,046
Police Emergency Equip for vehicles	\$	35,000
Communications Upgrade (2)	\$	26,000
FACILITIES	\$	12,000
Pickup bed tool boxes/lift gate	\$	12,000
FLOOD PLAIN MGMT	\$	13,500
Replacement gage parts	\$	13,500
FUEL MANAGEMENT	\$	18,000
MegaTrak Fuel Mgmt System completion	\$	18,000
FLEET MANAGEMENT	\$	33,000
Car hauler trailer & tire nitrogen system	\$	33,000
RECYCLING/LANDFILL	\$	558,000
Dump Truck -replace C-28	\$	150,000
Roll off Truck-replace C-18	\$	275,000
Dump Truck to replace C-82	\$	30,000
Litter fencing-Buckhead.Mesa	\$	5,000
40 yard roll off bins (3)	\$	15,000
Pick up-full size 4x4 replace B-74	\$	27,000
Road magnet sweeper	\$	6,000
Modular remodel for office-move from Fairgrnds	\$	50,000
PW/1/2 CENT TRANSP EXCISE TAX	\$	334,056
Payoff Empire Motor Grader	\$	139,556
Pickup Truck 3/4 Ton replacement	\$	33,000
Belly Dumps	\$	56,000
Equip Transport Trailer replace C-18T	\$	85,000
Culvert pipe for maint & projects	\$	5,000
Telespar & U-channel posts	\$	10,000
Hydraulic Post Driver	\$	5,500
PW/HURF	\$	11,800
PW Admin Bldg door replacement	\$	6,100
Computer Server	\$	5,700
GRAND TOTAL:	\$	6,813,668



Gila County Arizona

Departmental Summaries

FY 2015



Gila County Arizona

Administrative Services

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$123,762	0.131%
	<u>\$123,762</u>	<u>0.131%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Personnel Services	\$110,968	\$111,859
Operating Expenses	\$9,053	\$8,903
Capital	\$0	\$3,000
	<u>\$120,021</u>	<u>\$123,762</u>
Net Costs/Carry over Contingency	\$120,021	\$123,762
Employees/Total FTEs	3.00	3.00



Gila County Arizona

Assessor

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$1,060,955	1.123%
7143 Assessor Surcharge	\$168,000	0.178%
	<u>\$1,228,955</u>	<u>1.301%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$5,000)	(\$5,000)
Personnel Services	\$877,845	\$886,961
Operating Expenses	<u>\$421,457</u>	<u>\$341,994</u>
	\$1,299,302	\$1,228,955
Net Costs/Carry over Contingency	\$1,294,302	\$1,223,955
Employees/Total FTEs	17.00	17.00



Gila County Arizona

Board of Supervisors

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$1,009,024	1.068%
	<u>\$1,009,024</u>	<u>1.068%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$114,100)	(\$84,100)
Personnel Services	\$937,333	\$909,680
Operating Expenses	<u>\$146,344</u>	<u>\$99,344</u>
	<u>\$1,083,677</u>	<u>\$1,009,024</u>
Net Costs/Carry over Contingency	\$969,577	\$924,924
Employees/Total FTEs	11.50	11.50



Gila County Arizona

Clerk of Superior Court

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$1,270,713	1.345%
4840 Cost of Prosecution Clrk Sup Crt	\$55,851	0.059%
4841 Expedited Child Support	\$35,788	0.038%
4842 Document Conversion Sup Crt	\$67,196	0.071%
4844 Spousal Maintenance Enforcement	\$18,371	0.019%
4846 JCEF Surcharge Clrk Sup Crt	\$113,956	0.121%
4847 Family Law Commissioner	\$2,654	0.003%
	<u>\$1,564,529</u>	<u>1.657%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Adopted</u>
Revenues	(\$376,554)	(\$376,554)
Personnel Services	\$1,156,210	\$1,178,511
Operating Expenses	\$391,356	\$376,018
Capital	\$17,700	\$10,000
	<u>\$1,565,266</u>	<u>\$1,564,529</u>
Net Costs/Carry over Contingency	\$1,188,712	\$1,187,975
Employees/Total FTEs	23.40	23.40



Gila County Arizona

Community Development

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	<u>\$1,074,170</u>	<u>1.137%</u>
	\$1,074,170	1.137%

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$259,450)	(\$308,700)
Personnel Services	\$1,009,344	\$949,570
Operating Expenses	<u>\$124,750</u>	<u>\$124,600</u>
	\$1,134,094	\$1,074,170
Net Costs/Carry over Contingency	\$874,644	\$765,470
Employees/Total FTEs	16.00	15.00



Gila County Arizona

Community Services

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
2000 Housing	\$946,093	1.002%
2001 CAP	\$766,905	0.812%
2012 GEST	\$444,629	0.471%
2014 Workforce Investment Act	\$2,129,331	2.255%
2015 Workforce Investment Act Progs	\$907,582	0.961%
	<u>\$5,194,540</u>	<u>5.500%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/5 Tentative</u>
Revenues	(\$4,639,305)	(\$4,894,162)
Operating Transfer In	\$0	(\$47,000)
	<u>(\$4,639,305)</u>	<u>(\$4,941,162)</u>
Personnel Services	\$1,503,631	\$1,317,166
Operating Expenses	\$3,386,252	\$3,877,374
Capital	\$0	\$0
	<u>\$4,889,883</u>	<u>\$5,194,540</u>
Net Costs/Carry over Contingency	\$250,578	\$253,378
Employees/Total FTEs	30.88	27.89



Gila County Arizona

Computer Services

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	<u>\$715,572</u>	<u>0.758%</u>
	\$715,572	0.758%

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Personnel Services	\$405,198	\$395,372
Operating Expenses	<u>\$358,074</u>	<u>\$320,200</u>
	\$763,272	\$715,572
Net Costs/Carry over Contingency	\$763,272	\$715,572
Employees/Total FTEs	6.09	6.09



Gila County Arizona

Constituent Services District I, II & III

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$270,000	0.286%
	<u>\$270,000</u>	<u>0.286%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Personnel Services	\$40,382	\$0
Operating Expenses	\$229,618	\$270,000
	<u>\$270,000</u>	<u>\$270,000</u>
Net Costs/Carry over Contingency	\$270,000	\$270,000
Employees/Total FTEs	0.00	0.00



Gila County Arizona

County Attorney / Child Support Enforcement

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund-Child Supp Enforce	\$841,435	0.891%
1005 General Fund-County Attorney	\$2,034,591	2.154%
3510 IV D Incentive/SSRE	\$274,216	0.290%
3511 Child Support Other Reimb	\$828,957	0.878%
3512 Child Support Incentive Funds	\$439,684	0.466%
3528 County Attorney Residual Fund	\$106,687	0.113%
3531 Attorney's Justice Enhancement	\$249,727	0.264%
3541 Victim Restitution/Subrogation	\$70,734	0.075%
3542 Diversion Program CA	\$508,887	0.539%
3543 County Anti Racketeering Fund	\$327,071	0.346%
3544 Cost of Prosecution Reimb Fund	\$541,657	0.574%
3545 Bad Check County Attorney	\$38,105	0.040%
3546 DEA Federal Asset Forfeiture	\$7,819	0.008%
3547 Deferred Prosecution Program	\$59,708	0.063%
3552 County Attorney Fill the Gap	\$71,289	0.075%
3553 Fair & Legal Employment Act	\$60,988	0.065%
3557 A G Victim Rights	\$77,114	0.082%
3560 Victim Compensation	\$60,000	0.064%
3561 Drug Prosecution Grant	\$78,957	0.084%
3563 Crime Victim Assistance Prog	\$24,034	0.025%
	<u>\$6,701,660</u>	<u>7.096%</u>
DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$1,360,170)	(\$1,310,286)
Operating Transfer Out	\$0	\$6,300
	<u>(\$1,360,170)</u>	<u>(\$1,303,986)</u>
Personnel Services	\$3,596,322	\$3,603,784
Operating Expenses	\$3,388,092	\$3,096,676
Capital	\$0	\$1,200
Total Expenditures	<u>\$6,984,414</u>	<u>\$6,701,660</u>
Net Costs/Carry over Contingency	\$5,624,244	\$5,397,674
Employees/Total FTEs	58.98	58.98



Gila County Arizona

Elections

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$536,342	0.568%
7350 Help America Vote Act	\$27,323	0.029%
7351 HHS Polling Place Accessibility	\$75	0.000%
	<u>\$563,740</u>	<u>0.597%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$12,371)	(\$12,446)
Personnel Services	\$210,044	\$205,122
Operating Expenses	\$74,900	\$54,850
Other Services and Charges	<u>\$167,112</u>	<u>\$303,768</u>
	\$452,056	\$563,740
Net Costs/Carry over Contingency	\$439,685	\$551,294
Employees/Total FTEs	4.00	4.00



Gila County Arizona

Emergency Services

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund-Emergency Services	\$216,440	0.229%
1119 Emergency Response	\$279,522	0.296%
	<u>\$495,962</u>	<u>0.525%</u>

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	(\$215,000)	(\$110,000)
Personnel Services	\$268,121	\$158,290
Operating Expenses	\$228,908	\$337,672
	<u>\$497,029</u>	<u>\$495,962</u>
Net Costs/Carry over Contingency	\$282,029	\$385,962
Employees/Total FTEs	4.75	2.33



Gila County Arizona

Finance / Purchasing

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$862,394	0.913%
	<u>\$862,394</u>	<u>0.913%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Personnel Services	\$697,954	\$726,194
Operating Expenses	\$130,330	\$136,200
	<u>\$828,284</u>	<u>\$862,394</u>
Net Costs/Carry over Contingency	\$828,284	\$862,394
Employees/Total FTEs	13.00	13.00



Gila County Arizona

General Administration / Professional Services

Debt Services / Community Agencies

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund-General Administration	\$2,667,706	2.825%
1005 General Fund-Professional Services	\$377,500	0.400%
1005 General Fund-Finance,Debt Services	\$628,150	0.665%
1005 General Fund-Community Agencies	\$131,335	0.139%
	<u>\$3,804,691</u>	<u>4.028%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$31,831,231)	(\$30,037,205)
Operating Transfers Out	<u>\$8,438,928</u>	<u>\$5,151,603</u>
	(\$23,392,303)	(\$24,885,602)
Operating Expenses	\$3,156,410	\$3,180,541
Capital	<u>\$624,150</u>	<u>\$624,150</u>
	\$3,780,560	\$3,804,691
Net Costs/Carry over Contingency	(\$19,611,743)	(\$21,080,911)
Employees/Total FTEs	0.00	0.00



Gila County Arizona

Globe Constable

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$142,616	0.144%
	<u>\$142,616</u>	<u>0.144%</u>
DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$5,000)	(\$5,000)
Personnel Services	\$128,354	\$133,716
Operating Expenses	<u>\$7,650</u>	<u>\$8,900</u>
	\$136,004	\$142,616
Net Costs/Carry over Contingency	\$131,004	\$137,616
Employees/Total FTEs	2.50	2.50



Gila County Arizona

Globe Justice Court

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$633,072	0.670%
4740 Globe Justice Court Surcharge	\$59,882	0.063%
	<u>\$692,954</u>	<u>0.734%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$351,000)	(\$351,000)
Capital Transfer Out	\$30,000	\$0
	<u>(\$321,000)</u>	<u>(\$351,000)</u>
Personnel Services	\$602,115	\$576,372
Operating Expenses	\$109,020	\$116,582
	<u>\$711,135</u>	<u>\$692,954</u>
Net Costs/Carry over Contingency	\$390,135	\$341,954
Employees/Total FTEs	10.60	10.10



Gila County Arizona

Human Resources / Risk Management

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$720,093	0.746%
	<u>\$720,093</u>	<u>0.746%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Personnel Services	\$255,727	\$259,193
Operating Expenses	\$448,800	\$460,900
	<u>\$704,527</u>	<u>\$720,093</u>
Net Costs/Carry over Contingency	\$704,527	\$720,093
Employees/Total FTEs	4.50	4.50



Gila County Arizona

Library

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1825 Gila County Wellness Program	\$5,000	0.005%
6000 Library District Grants	\$178,000	0.188%
6010 Library Assistance	\$1,579,073	1.672%
	<u>\$1,762,073</u>	<u>1.866%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$1,112,558)	(\$1,077,249)
Operating Transfer In	(\$50,000)	(\$50,000)
	<u>(\$1,162,558)</u>	<u>(\$1,127,249)</u>
Personnel Services	\$274,401	\$294,975
Operating Expenses	\$1,592,957	\$1,389,098
Other Services and Charges	\$75,200	\$68,000
Capital	\$0	\$10,000
	<u>\$1,942,558</u>	<u>\$1,762,073</u>
Net Costs/Carry over Contingency	\$780,000	\$634,824
Employees/Total FTEs	3.50	3.50



Gila County Arizona

Payson Constable

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$177,941	0.188%
	<u>\$177,941</u>	<u>0.188%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$30,500)	(\$30,500)
Personnel Services	\$152,754	\$157,741
Operating Expenses	<u>\$24,160</u>	<u>\$20,200</u>
	\$176,914	\$177,941
Net Costs/Carry over Contingency	\$146,414	\$147,441
Employees/Total FTEs	2.48	2.48



Gila County Arizona

Payson Justice Court

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$536,249	0.568%
4741 Payson Justice Court Surcharge	\$154,997	0.164%
	<u>\$691,246</u>	<u>0.732%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$521,000)	(\$515,000)
Personnel Services	\$512,420	\$494,499
Operating Expenses	\$225,672	\$196,747
	<u>\$738,092</u>	<u>\$691,246</u>
Net Costs/Carry over Contingency	\$217,092	\$176,246
Employees/Total FTEs	9.62	9.00



Gila County Arizona

Probation / Juvenile Detention

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund-Probation	\$828,390	0.877%
1005 General Fund-Juvenile Detention	\$1,322,285	1.400%
4041 Probation Class Materials	\$2,000	0.002%
4042 Adult Probation Service Fees	\$518,860	0.549%
4050 Adult Drug Court	\$6,500	0.007%
4051 Adult Intensive Prob Supervision	\$244,983	0.259%
4053 Adult JCEF IPS Assistance	\$23,222	0.025%
4054 CJEF S/Offender	\$10,500	0.011%
4055 Community Punishment Program	\$35,760	0.038%
4056 CJEF Substance Abuse	\$27,912	0.030%
4057 Drug Treatment Education	\$30,693	0.032%
4059 State Aid Enhancement	\$449,013	0.475%
4071 JPSF Treatment	\$77,553	0.082%
4072 JCEF ERE Assistant	\$142,972	0.151%
4146 Juvenile Diversion Fees	\$52,349	0.055%
4147 Juvenile Probation Service Fee	\$122,162	0.129%
4148 Juvenile Parental Reimb	\$389	0.000%
4150 Juvenile Detention Alternatives	\$20,371	0.022%
4177 Court Appointed Spec Advocate	\$83,337	0.088%
4186 Payson Safe Schools	\$0	0.000%
4189 Juvenile Drug Court	\$12,000	0.013%
4190 Juvenile JCEF	\$0	0.000%
4192 Juvenile Crime Reduction Grant	\$33	0.000%
4193 Family Counseling	\$17,718	0.019%
4194 Diversion Consequences	\$28,828	0.031%
4195 Diversion Intake	\$271,532	0.288%
4196 Juvenile Intensive Prob Superv	\$188,865	0.200%
4197 Juvenile Standards Probation	\$186,238	0.197%
4198 Juvenile Standard JCEF	\$0	0.000%
	<u>\$4,704,465</u>	<u>4.981%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$1,803,666)	(\$1,863,468)
Operating Transfer In	\$0	\$0
	<u>(\$1,803,666)</u>	<u>(\$1,863,468)</u>
Personnel Services	\$3,510,827	\$3,568,478
Operating Expenses	\$1,157,888	\$1,135,987
	<u>\$4,668,715</u>	<u>\$4,704,465</u>
Net Costs/Carry over Contingency	\$2,865,049	\$2,840,997
Employees/Total FTEs	65.36	65.64



Gila County Arizona

Public Fiduciary

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$411,354	0.436%
	<u>\$411,354</u>	<u>0.436%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$45,000)	(\$45,000)
Personnel Services	\$347,424	\$347,848
Operating Expenses	\$61,506	\$63,506
Capital	\$0	\$0
	<u>\$408,930</u>	<u>\$411,354</u>
Net Costs/Carry over Contingency	\$363,930	\$366,354
Employees/Total FTEs	7.00	7.00



Gila County Arizona

Public Works

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$201,986	0.214%
1005 Fairgrounds	\$13,210	0.014%
1005 Rural Addressing	\$52,726	0.056%
6500 Public Works	\$6,664,113	7.056%
6510 PW Half Cent Transp Excise Tax	\$5,780,614	6.121%
6511 Tonto Creek Bridge	\$36,000	0.038%
6512 Young 512 Road	\$108,257	0.115%
6513 Intergovernmental Projects	\$364,039	0.385%
6570 Waste Tire Fund	\$213,819	0.226%
6593 TE Sidewalks Sixshooter	\$31,442	0.033%
6594 TE Sidewalks Main	\$34,706	0.037%
6850 Recycling & Ldfl Mngmt	\$2,608,354	2.762%
6855 Russell Gulch Expansion Reserve	\$1,991,410	2.109%
6856 Budkhead Mesa Expansion	\$50,000	0.053%
6880 Facilities Management	\$1,993,863	2.111%
7510 Pine SLID	\$1,744	0.002%
7511 Apache Hills SLID	\$1,445	0.002%
7512 Upper Glendale/Central Hgts SLID	\$1,768	0.002%
7513 East Verde Park SLID	\$3,845	0.004%
7514 Miami Gardens SLID	\$3,192	0.003%
7515 Midland/Central Hgts SLID	\$14,244	0.015%
7516 Claypool/Lower Miami SLID	\$33,004	0.035%
	<u>\$20,203,781</u>	<u>21.392%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$10,568,951)	(\$8,998,136)
Operating Transfer In	(\$2,434,316)	(\$2,498,752)
Capital Transfer Out	\$1,464,416	\$832,608
	<u>(\$11,538,851)</u>	<u>(\$10,664,280)</u>
Personnel Services	\$5,589,381	\$5,783,322
Operating Expenses	\$9,759,780	\$9,262,006
Capital	\$3,858,875	\$5,158,453
	<u>\$19,208,036</u>	<u>\$20,203,781</u>
Net Costs/Carry over Contingency	\$7,669,185	\$9,539,501
Employees/Total FTEs	117.26	116.76



Gila County Arizona

Recorder

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$730,324	0.773%
7144 Recorder's Suspense Account	\$24,694	0.026%
7145 Recorder/Document System	\$98,569	0.104%
7146 Mine Claim Surcharge	\$1,064	0.001%
7147 Computer System Recorder	\$178,866	0.189%
	<u>\$1,033,517</u>	<u>1.094%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	\$0	\$180,065
Personnel Services	\$544,842	\$546,574
Operating Expenses	\$255,748	\$378,943
Other Services and Charges	\$25,000	\$108,000
	<u>\$825,590</u>	<u>\$853,452</u>
Net Costs/Carry over Contingency	\$825,590	\$853,452
Employees/Total FTEs	12.00	12.00



Gila County Arizona

School Superintendent

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$390,781	0.414%
5510 Gila County Education Service	\$2,561	0.003%
5520 Spec School Reserve Agency	\$1,000	0.001%
	<u>\$394,342</u>	<u>0.418%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	\$0	\$0
Operating Transfers In	<u>(\$2,500)</u>	<u>(\$1,000)</u>
	(\$2,500)	(\$1,000)
Personnel Services	\$360,832	\$364,081
Operating Expenses	<u>\$122,930</u>	<u>\$30,261</u>
	\$483,762	\$394,342
Net Costs/Carry over Contingency	\$481,262	\$393,342
Employees/Total FTEs	6.41	6.41



Gila County Arizona

Sheriff – Administration / Patrol / Detention / Detention Health Services

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$10,657,163	11.284%
3001 Drug Gang Violent Crime Control	\$339,335	0.359%
3011 Sheriff's Justice Enhancement	\$380,000	0.402%
3012 Sheriff Special Projects	\$21,906	0.023%
3013 Sheriff Seized Eq Recapture	\$31,720	0.034%
3014 Immigration Enforcement	\$13,772	0.015%
3019 Sheriff Undercover	\$0	0.000%
3046 Gila County Sheriff K9	\$353	0.000%
3047 Gila Co Sheriff DARE	\$5,322	0.006%
3054 Sheriff's Victim's Rights	\$1,529	0.002%
3055 Sheriff's Commissary Fund	\$137,000	0.145%
3061 Sheriff BLESF Program	\$141,728	0.150%
3064 Marijuana Eradiction	\$35,000	0.037%
3067 Methamphetamine Program	\$18,829	0.020%
	<u>\$11,783,657</u>	<u>12.477%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$1,601,657)	(\$1,525,957)
Operating Transfer In	(\$68,209)	(\$67,218)
	<u>(\$1,669,866)</u>	<u>(\$1,593,175)</u>
Personnel Services	\$9,239,116	\$9,325,421
Operating Expenses	\$2,515,978	\$2,458,236
Other Services and Charges	\$2,000	\$0
Capital	\$0	\$0
	<u>\$11,757,094</u>	<u>\$11,783,657</u>
Net Costs/Carry over Contingency	\$10,087,228	\$10,190,482
Employees/Total FTEs	159.11	159.34



Gila County Arizona

Superior Court

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund-Court Information Systems	\$258,689	0.274%
1005 General Fund-Superior Court Div I	\$251,197	0.266%
1005 General Fund-Superior Court Div II	\$244,658	0.259%
1005 General Fund-Superior Courts General	\$851,711	0.902%
1005 General Fund-Indigent Legal Defense	\$1,187,878	1.258%
4501 Law Library Fund	\$75,016	0.079%
4502 Conciliation Court Fund	\$74,100	0.078%
4503 Payson Court Commissioner	\$0	0.000%
4540 Local Aid to Indigent Defense	\$5	0.000%
4541 Local State Aid to Courts	\$8,765	0.009%
4542 Local Probate Assessment Fee	\$48,615	0.051%
4553 State Aid to Courts	\$68,918	0.073%
4555 Drug Enforcement/Superior Court	\$0	0.000%
4556 Field Trainer	\$67,342	0.071%
4559 Children's Issues Education	\$20,459	0.022%
4566 Domestic Relation & Mediation	\$9,251	0.010%
4569 Aid to Indigent Defense	\$170,279	0.180%
4574 Superior Crt Cost of Prosecution	\$311,198	0.330%
4575 DES Access Visitation	\$5,400	0.006%
4577 Court Improvement Project	\$30,970	0.033%
4578 Expedited Child Support/Visit	\$30,641	0.032%
	<u>\$3,715,092</u>	<u>3.934%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$223,913)	(\$205,294)
Operating Transfers In	(\$88,272)	(\$104,116)
Operating Transfers Out	\$0	\$631
	<u>(\$312,185)</u>	<u>(\$308,779)</u>
Personnel Services	\$1,698,722	\$1,441,787
Operating Expenses	\$2,188,475	\$2,247,305
Capital	\$0	\$26,000
	<u>\$3,887,197</u>	<u>\$3,715,092</u>
Net Costs/Carry over Contingency	\$3,575,012	\$3,406,313
Employees/Total FTEs	25.03	19.78



Gila County Arizona

Treasurer

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1005 General Fund	\$459,063	0.486%
7430 Treasurer TIF	\$18,736	0.020%
	<u>\$477,799</u>	<u>0.506%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Revenues	(\$357,000)	(\$357,000)
Capital Transfer Out	\$0	\$0
	<u>(\$357,000)</u>	<u>(\$357,000)</u>
Personnel Services	\$385,704	\$386,013
Operating Expenses	\$123,060	\$91,786
	<u>\$508,764</u>	<u>\$477,799</u>
Net Costs/Carry over Contingency	\$151,764	\$120,799
Employees/Total FTEs	7.00	7.00



Gila County Arizona

Reserves / Contingency

Department Summary

BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1003 CIP Reserve	\$3,600,000	3.812%
1004 Rainy Day Reserve	\$5,000,000	5.294%
1005 General Fund-Vacancy Savings	(\$1,342,343)	-1.421%
1005 General Fund-Contingency	\$1,000,000	1.059%
1006 Cash Flow Reserve	\$5,000,000	5.294%
	<u>\$13,257,657</u>	<u>14.037%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Transfer In	(\$3,100,000)	(\$50,000)
Transfer Out	\$0	\$0
	<u>(\$3,100,000)</u>	<u>(\$50,000)</u>
Operating Expenses	\$10,333,919	\$13,257,657
Net Costs/Carry over Contingency	\$7,233,919	\$13,207,657
Employees/Total FTEs	0.00	0.00



Gila County Arizona

Capital Outlay / Projects – Bond, Capitalized & Non-Capitalized

Department Summary

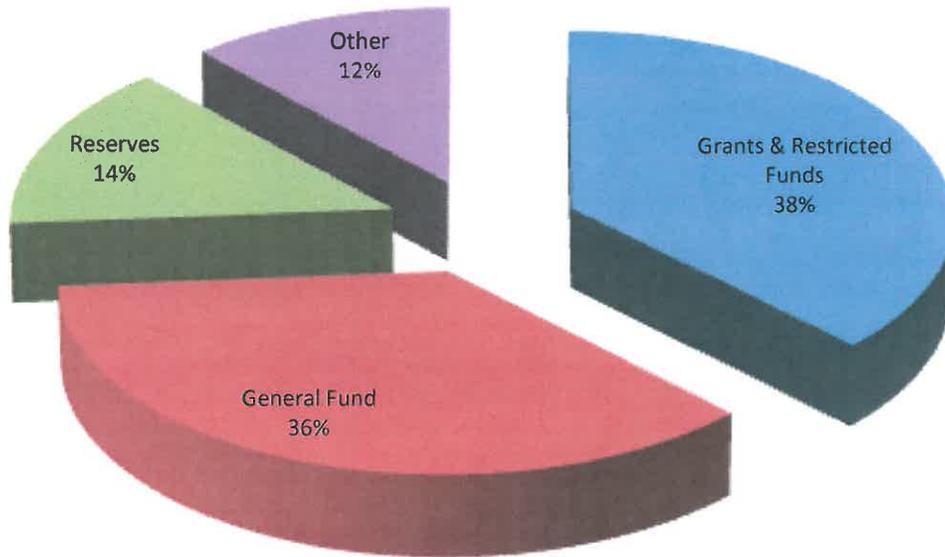
BUDGET DISTRIBUTION	<u>Expenditure Budget</u>	<u>Percentage of Budget</u>
1007 Capital Improvements	\$2,732,216	2.893%
1114 Bond Issuance 2009	\$483,946	0.512%
1115 Non-Capitalized Projects	\$2,172,250	2.300%
1124 Superior & JP Crts Security	\$258,400	0.274%
	<u>\$5,646,812</u>	<u>5.979%</u>

DEPARTMENT SUMMARY	<u>FY 13/14 Budget</u>	<u>FY 14/15 Tentative</u>
Transfer In	(\$3,033,544)	(\$2,237,259)
Operating Expenses	\$4,940,339	\$2,354,384
Other Services and Charges	\$275,000	\$0
Capital	\$1,068,714	\$3,292,428
	<u>\$6,284,053</u>	<u>\$5,646,812</u>
Net Costs/Carry over Contingency	\$3,250,509	\$3,409,553
Employees/Total FTEs	0.00	0.00



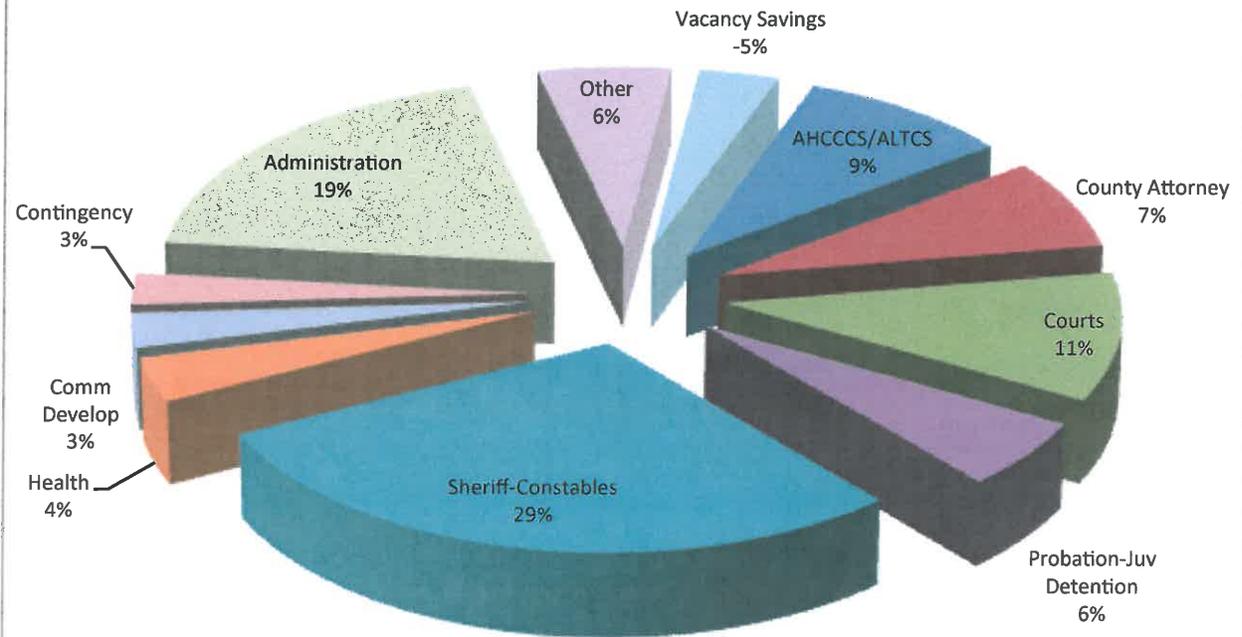
Gila County Arizona

Fiscal Year 2014/2015 Proposed Expenditures





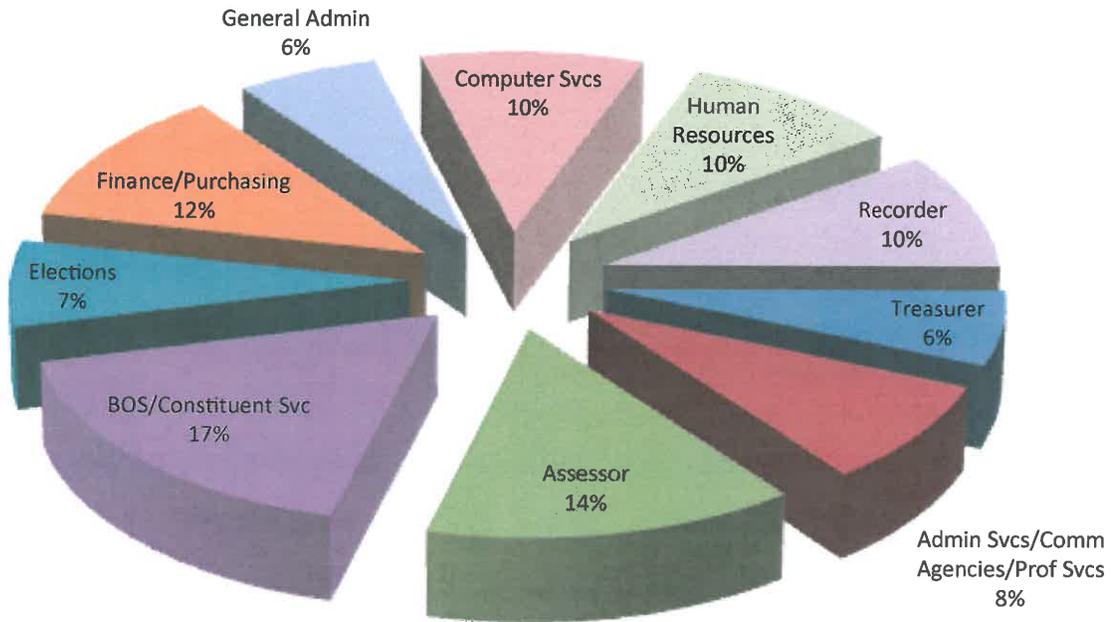
Fiscal Year 2014/2015 General Fund Proposed Expenditures





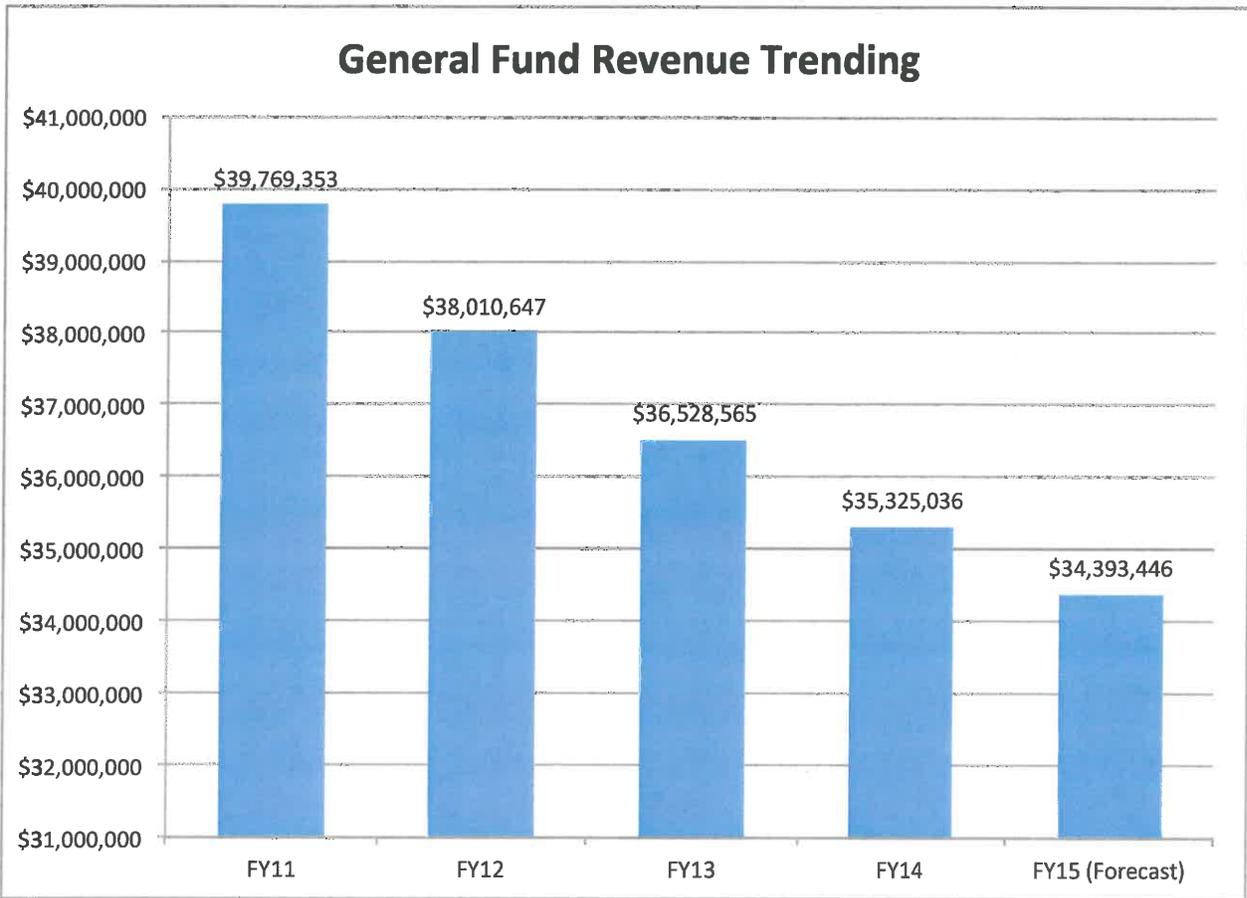
Gila County Arizona

Fiscal Year 2014/2015 General Fund Administration Proposed Expenditures



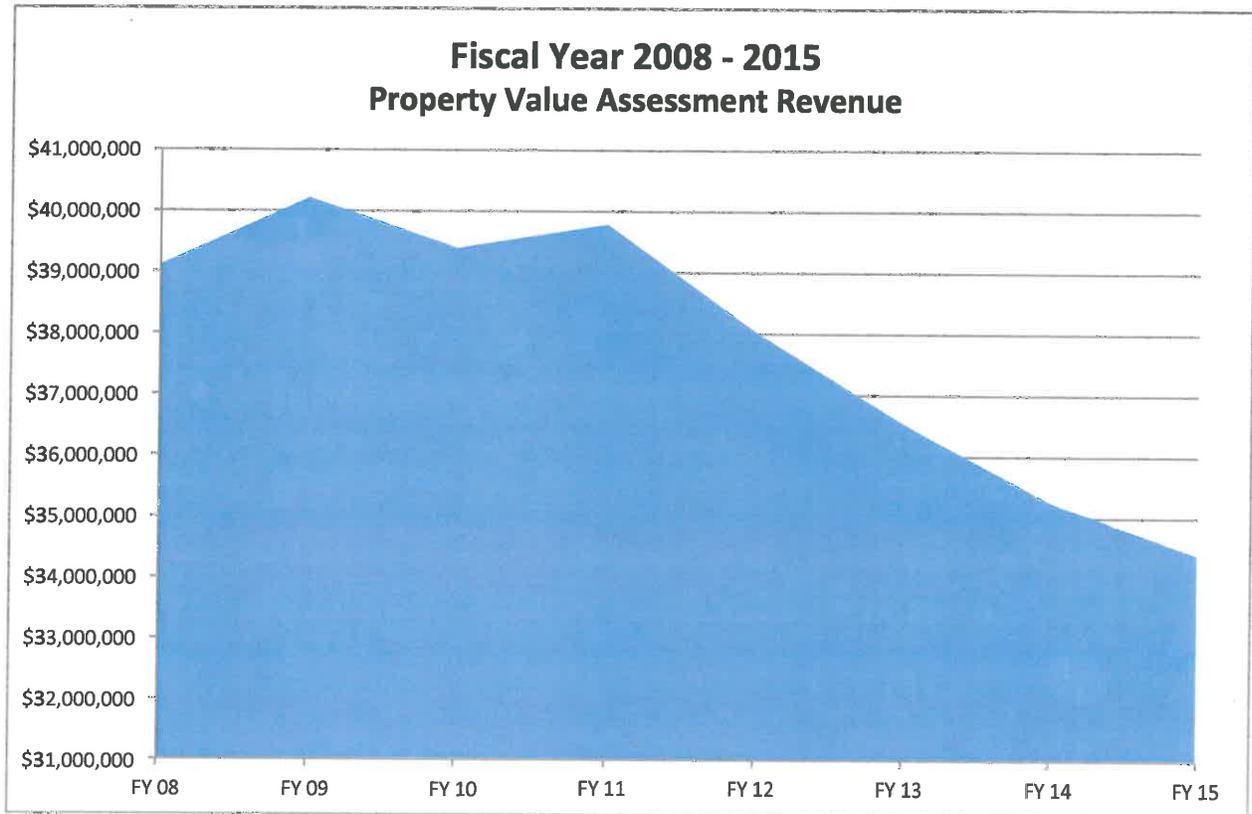


Gila County Arizona





Gila County Arizona



ARF-2584

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 06/24/2014

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Town of Miami's FY 2014-2015 Economic Development Grant Request for its Cobre Valley Community Transit System's Dial-A-Ride Program and annual report of the Program's activities.

Background Information

On August 20, 2012, the Board of Supervisors (BOS) approved an Intergovernmental Agreement (IGA)-Economic Development Grant with the Town of Miami in the amount of \$74,700 so that the Town of Miami could purchase the Cobre Valley Community Transit (CVCT) building located in Miami, AZ.

On November 13, 2012, the BOS approved the issuance of a one-time economic development grant in the amount of \$25,000 to the Town of Miami for the continued operation and expansion of its CVCT System, in particular its Dial-A-Ride Program, providing that an IGA was presented to the BOS for signature at a future BOS meeting. Granting of these funds was allowed per the requirements outlined in A.R.S. § 11-254.

On February 5, 2013, the BOS and the Town of Miami entered into an IGA in order to release a \$25,000 economic development grant to the Town of Miami for its CVCT System.

Evaluation

The Town of Miami is requesting the Board of Supervisors' approval of an Intergovernmental Agreement between both entities in order to provide the Town with an economic development grant in the amount of \$31,500 to assist with the continued operation of its CVCT Dial-A-Ride Program. The requested funds would be provided utilizing fiscal year 2014-2015 budgeted funds.

Conclusion

Without continued support from Gila County, the continuation of the Cobre Valley Community Transit System's Dial-A-Ride Program will be in jeopardy.

Recommendation

It is recommended that the Manager of the Town of Miami provide the Board of Supervisors with an annual update on the activities of the CVCT Dial-A-Ride Program per the requirements of the IGA executed by both parties on February 5, 2013, and a request for economic development funds to assist with the continuation of the Dial-A-Ride Program.

Suggested Motion

Information/Discussion/Action to provide an update on the activities of the Town of Miami's Cobre Valley Community Transit System; approve an Intergovernmental Agreement (Economic Development Grant) between Gila County and the Town of Miami in the amount of \$31,500, to be paid from the County's 2014-2015 fiscal year budget in order to assist the Town of Miami with its Cobre Valley Community Transit System, specifically, the Dial-A-Ride Program; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Jerry Barnes)**

Attachments

Intergovernmental Agreement No. 060314-2 with Town of Miami for Dial-A-Ride Program 2014-2015

Request from Town of Miami for an Economic Development Grant for CVCT programs
Intergovernmental Agreement with Town of Miami for Dial-A-Ride program 2013-2014
Legal Explanation

INTERGOVERNMENTAL AGREEMENT NO. 060314-2

**GILA COUNTY
AND
TOWN OF MIAMI
FOR THE
COBRE VALLEY COMMUNITY TRANSIT SYSTEM'S DIAL-A-RIDE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective this ____ day of _____, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Miami".

RECITALS

WHEREAS, Miami manages and operates the Cobre Valley Community Transit System and the Dial-A-Ride Program for the benefit of residents of County, Miami and Globe;

WHEREAS, The Dial-A-Ride program has been operating below potential due to funding cuts by the State. Due to continued state and federal budget cuts, the Local Area Transportation Funds II (LTAF) funding to County has been discontinued;

WHEREAS, County desires to provide funding to Miami in order to assist with the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, For many years County has entered into an Intergovernmental Agreement with Miami in order to provide a portion of County's state-funded Local Area Transportation Funds II (LTAF) to assist Miami with its funding of the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, Miami has requested one-time Economic Development Grant for funding to help replace the LTAF II funding;

WHEREAS, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System Dial-A-Ride program, which provides transportation to local citizens;

WHEREAS, The Economic Development Grant will give Miami additional time to obtain alternative means of funding for this much needed program for the citizens of Miami and County.

SCOPE

It is the intent of County pursuant to A.R.S. §11-254 to provide \$31,500 in an Economic Development Grant to Miami to further enhance the economic welfare of the inhabitants of the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and of the mutual benefits to result therefrom, the parties agree as follows:

1. County grants and awards to Miami an Economic Development Grant in the amount of thirty-one thousand five hundred dollars (\$31,500) (the "Grant") for the benefit of the public to be used as set forth below.
2. Miami shall use the Grant for the Cobre Valley Community Transit System Dial-A-Ride program, to improve service to the public.
3. Miami shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Dial-A-Ride program.
4. Miami shall provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride program no later than one (1) year after the passage of this Intergovernmental Agreement. Said report will include the number of rides provided for all participants in the program, and the city, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All records shall be public record.
5. The term of this Intergovernmental Agreement shall be from the date of the passage of the Agreement by County and expire one (1) year later.
6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Miami should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
7. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations. Miami shall hold the County harmless from any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages, of any sort, arising from, or as a result of, the operation of the transit program.
8. In conducting the program, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Miami
Attn: Jerry Barnes
500 W. Sullivan Street
Miami, Arizona 85539

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

GENERAL TERMS

1. Indemnification: Miami shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operations of the Dial-A-Ride Program.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

- 6.. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
7. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Miami does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

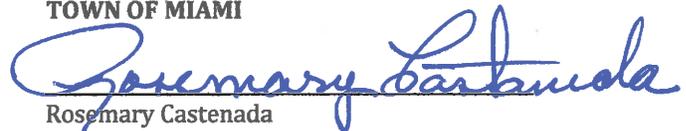
ATTEST

Marian Sheppard, Clerk of the Board
Gila County Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

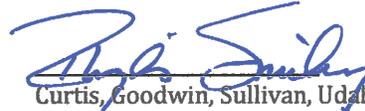
TOWN OF MIAMI


Rosemary Castenada
Mayor

ATTEST


Karen Norris, Town Clerk
Town of Miami

APPROVED AS TO FORM:


Curtis, Goodwin, Sullivan, Udall
and Schwab, P.L.C., Town Attorney
By: Phyllis L.N. Smiley



TOWN COUNCIL

Rosemary Castaneda, Mayor
Susan Hanson, Vice-Mayor
Michael Black
Robert Baeza
Darryl Dalley
Don Reiman
Sammy Gonzales

ADMINISTRATION

Jerry Barnes
Town Manager
Karen Norris
Town Clerk
Bill Leister
Chief Finance Officer

TOWN OF MIAMI
"Copper Center of the World"

June 3, 2014

Gila County
1400 E. Ash Street
Globe, AZ 85501

As part of our continuing partnership the Town of Miami requests an economic development grant in the amount of \$31,500, in order for Cobre Valley Community Transit's deviated fixed route and the dial a ride programs to continue operating for the 2014/2015 operational year.


Jerry Barnes,
CVCT Manager

INTERGOVERNMENTAL AGREEMENT

**GILA COUNTY
AND
TOWN OF MIAMI
FOR THE
COBRE VALLEY COMMUNITY TRANSIT SYSTEM'S DIAL-A-RIDE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective this 5th day of February, 2013, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Miami".

RECITALS

WHEREAS, Miami manages and operates the Cobre Valley Community Transit System and the Dial-A-Ride Program for the benefit of residents of County, Miami and Globe;

WHEREAS, The Dial-A-Ride program has been operating below potential due to funding cuts by the State. Due to continued state and federal budget cuts, the Local Area Transportation Funds II (LTAF) funding to County has been discontinued;

WHEREAS, County desires to provide funding to Miami in order to assist with the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, For many years County has entered into an Intergovernmental Agreement with Miami in order to provide a portion of County's state-funded Local Area Transportation Funds II (LTAF) to assist Miami with its funding of the Cobre Valley Community Transit System Dial-A-Ride program;

WHEREAS, Miami has requested one-time Economic Development Grant for funding to help replace the LTAF II funding;

WHEREAS, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System Dial-A-Ride program, which provides transportation to local citizens;

WHEREAS, The Economic Development Grant will give Miami additional time to obtain alternative means of funding for this much needed program for the citizens of Miami and County.

SCOPE

It is the intent of County pursuant to A.R.S. §11-254 to provide \$25,000 in an Economic Development Grant to Miami to further enhance the economic welfare of the inhabitants of the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and of the mutual benefits to result therefrom, the parties agree as follows:

1. County grants and awards to Miami an Economic Development Grant in the amount of twenty-five thousand dollars (\$25,000) (the "Grant") for the benefit of the public to be used as set forth below.
2. Miami shall use the Grant for the Cobre Valley Community Transit System Dial-A-Ride program, to improve service to the public.
3. Miami shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Dial-A-Ride program.
4. Miami shall provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride program no later than one (1) year after the passage of this Intergovernmental Agreement. Said report will include the number of rides provided for all participants in the program, and the city, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All records shall be public record.
5. The term of this Intergovernmental Agreement shall be from the date of the passage of the Agreement by County and expire one (1) year later.
6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Miami should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
7. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations. Miami shall hold the County harmless from any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages, of any sort, arising from, or as a result of, the operation of the transit program.
8. In conducting the program, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Miami
Attn: Jerry Barnes
500 W. Sullivan Street
Miami, Arizona 85539

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

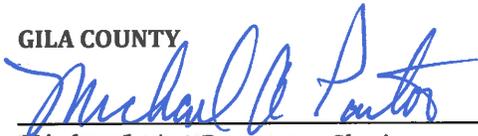
GENERAL TERMS

1. **Indemnification:** Miami shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operations of the Dial-A-Ride Program.
2. **Termination:** Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. **Cancellation:** This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
4. **Compliance with All Laws:** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

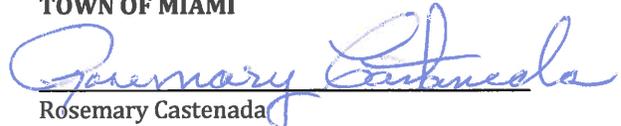
6. **Scrutinized Business Operations.** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 or 35-393, as applicable. If either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law, including terminating this Agreement.
7. **Entire Agreement:** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
8. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Miami does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY


 Michael A. Pastor, Chairman
 Gila County Board of Supervisors

TOWN OF MIAMI


 Rosemary Castenada
 Mayor

ATTEST


 Marian Sheppard, Chief Deputy Clerk
 Gila County Board of Supervisors

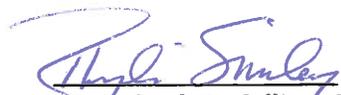
ATTEST


 Karen Norris, Town Clerk
 Town of Miami

APPROVED AS TO FORM


 Bryan B. Chambers,
 Deputy Attorney Principal

APPROVED AS TO FORM:


 Curtis, Goodwin, Sullivan, Udall
 and Schwab, P.L.C., Town Attorney
 By: Phyllis L.N. Smiley



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2554

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Kendall Rhyne, Submitted By: Dana Sgroi, Contracts Support
Court Administrator Specialist, Finance Division

Department: Superior Court Division: Superior Court Administration

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates July 1, 2014 to Grant?: No

Begin & End: June 30, 2015

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request for Approval of Various Attorney Contracts for the Superior Court.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for indigent citizens in the categories of felony and misdemeanor criminal actions, delinquency, dependency, and mental health cases, as well as mediation services. These attorneys have, in prior years, executed a Letter of Understanding between themselves and the Superior Court.

Evaluation

The Professional Services Contracts, offered to the attorneys utilized by the Superior Court in Gila County will meet and satisfy compliance requirements of Gila County procurement procedures and Board approved policies. In addition to being an appropriate business practice, the contracts will allow for a Purchase Order to be issued, which will facilitate the accounting and payment processes.

The contracts will also serve to clearly identify and set expectations for the performance of the attorneys.

Conclusion

In addition to identifying procurement procedures, the Gila County Statement of Operating Procedures for the Procurement Group was designed to facilitate the flow of issuing contracts, issuing purchase orders and issuing payment to Gila County vendors, while maintaining State mandated due diligence procedures. By entering into Professional Services Contracts with the various attorneys for the Superior Court in Gila County, the policies and procedures adopted by the Board of Supervisors for procurement processes will be satisfied.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends approving the Professional Services Contracts with the various attorneys, which the Court utilizes on an annual basis.

Suggested Motion

Information/Discussion/Action to approve the Professional Services Contracts for the various attorneys which the Superior Court in Gila County utilizes on an annual basis. **(Jonathan Bearup)**

Attachments

Professional Services Contract No. 042614-4- Ronald DeBrigida

Professional Services Contract No. 042614-8 - Carrie Canizales

Professional Services Contract 042514 -Anna Ortiz

Professional Services Contract No. 042614-5 - Tait Elkie

Professional Services Contract No. 042614-6 - David Bell

Professional Services Contract No. 042614 - Michael Freeman

Professional Services Contract No. 042614-10 - Carolyn Clark

Professional Services Contract No. 042614-2 - Barry Standifird

Professional Services Contract No. 042514-1 - Timothy Nelson

Professional Services Contract No. 042614-7 - Jamie Myers

Professional Services Contract No. 041514 - Steven Burk

Professional Services Contract No. 042614-1 - Michael Bernays

Professional Services Contract No. 042614-3 - Jonathan Warshaw

Legal Explanation

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-4 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **RONALD DEBRIGIDA** of the City of Glendale County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 to JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **RONALD DEBRIGIDA** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 to JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **EIGHTY TWO THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$82,560.00) PER YEAR**, payable at the rate of **SIX THOUSAND, EIGHT HUNDRED AND EIGHTY DOLLARS (\$6880.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be

submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

- 1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.
- 2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.
- 3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.
- 4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.
- 7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

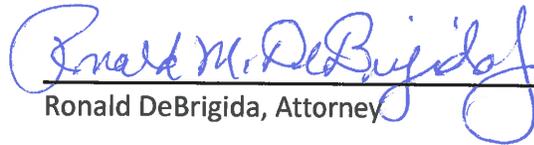
3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-4

APPROVED:

Michael A. Pastor, Chairman of the Board



Ronald DeBrigida, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-8 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2014**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, CARRIE CANIZALES** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **CARRIE CANIZALES** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **THIRTY EIGHT THOUSAND (\$38,000.00) DOLLARS** for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding

month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

C. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-8

APPROVED:

Michael A. Pastor, Chairman of the Board



Carrie Canizales, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042514 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **ANNA C. ORTIZ** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case to the extent possible.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **ANNA C. ORTIZ** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Indigent Criminal Defense Compensation:** The attorney agrees to provide legal services for the sum of **ONE HUNDRED THOUSAND, FIVE HUNDRED DOLLARS (\$100,500.00) PER YEAR**, payable at the rate of **EIGHT THOUSAND, THREE HUNDRED AND SEVENTY FIVE DOLLARS (\$8,375.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. **Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FIVE THOUSAND DOLLARS (\$5,000.00)**, for the period of the contract without advance written authorization.

C. **Health Insurance:** Attorney will receive employee health and dental insurance benefits during the term of this Professional Services Contract No. 042514, as though she were an employee of Gila County. Notwithstanding this provision, Attorney is not an employee of Gila County.

D. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for travel exceeding one hundred (100) miles outside of the Globe and/or Payson municipalities for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

E. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client.

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042514

APPROVED:

Michael A. Pastor, Chairman of the Board

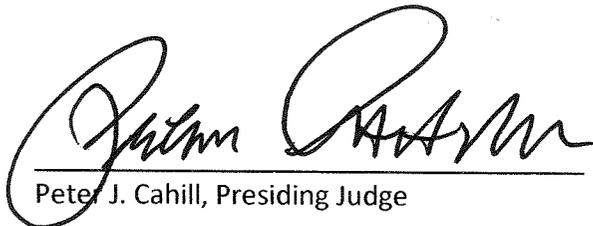


Anna C. Ortiz, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-5 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2014**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, TAIT ELKIE** of the City of Fountain Hills, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 to JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **TAIT ELKIE** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 to JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Compensation:** The Attorney agrees to provide legal services for the sum of **NINETEEN THOUSAND, EIGHT HUNDRED FORTY-EIGHT DOLLARS (\$19,848.00) PER YEAR**, payable at the rate of **ONE THOUSAND, SIX HUNDRED AND FIFTY-FOUR DOLLARS (\$1654.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be

submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 1-6 Misdemeanor cases in the Payson Justice Court**, and will be subject to appointments, due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area, which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-5

APPROVED:

Michael A. Pastor, Chairman of the Board



Tait Elkie, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-6 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2014**, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **DAVID W. BELL** of the City of Mesa , County of Maricopa , State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **DAVID W. BELL** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Delinquency Compensation: The attorney agrees to provide legal services for the sum of **THIRTY SEVEN THOUSAND, FOUR HUNDRED AND SIXTY FOUR DOLLARS (\$37,464.00) PER YEAR**, payable at the rate of **THREE THOUSAND ONE HUNDRED AND TWENTY-TWO DOLLARS (\$3,122.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **TWO THOUSAND DOLLARS (\$2,000.00)** for the period of the contract without advance written authorization.

C. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for travel exceeding one hundred (100) miles outside of the Globe and/or Payson municipalities for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Juvenile Delinquency cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings and not to rely on Court staff to notify or

have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. **Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being “on call” for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. **Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. **Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants’ counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts’ signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. **Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff’s Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. **Rule 11 Evaluations:**

1) **Defendant’s Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff’s Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a “No Show”.

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-6

APPROVED:

Michael A. Pastor, Chairman of the Board



David W. Bell, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **MICHAEL L. FREEMAN** of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **MICHAEL L. FREEMAN** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Criminal Defense Compensation: The attorney agrees to provide legal services for the sum of **SEVENTY-SEVEN THOUSAND, FOUR HUNDRED AND FORTY-EIGHT DOLLARS (\$77,448.00) PER YEAR**, payable at the rate of **SIX THOUSAND, FOUR HUNDRED AND FIFTY-FOUR DOLLARS (\$6,454.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FIVE THOUSAND DOLLARS (\$5,000.00)**, for the period of the contract without advance written authorization.

C. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for travel exceeding one hundred (100) miles outside of the Globe and/or Payson municipalities for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or

have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. **Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. **Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. **Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. **Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. **Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order

and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614

APPROVED:

Michael A. Pastor, Chairman of the Board

Michael L Freeman
Michael L. Freeman, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743
FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

PROFESSIONAL SERVICE CONTRACT NO. 050814
MEDIATION SERVICES

I. General Statement

Professional Services Contract No. 050814 is between the **Superior Court in Gila County**, hereinafter called the Court, and **Carolyn Clark**, hereinafter called the provider, for provision of Conciliation Court Mediation services from **July 1, 2014, to June 30, 2015**. The provider has a professional duty to the Court to comply with Supreme Court requirements per Arizona Code of Judicial Conduct. The provider must also provide conciliation for Superior Court, mediation for Superior Court, and mediation for Gila County Justice Courts.

By signing this contract, the provider agrees to maintain the credentials necessary to practice Mediation/Conciliation/Facilitation/Parenting Education Classes, in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The provider has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, and attend meetings with the Court throughout the term of this contract.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. Terms of Agreement

- A. **Period Covered:** It is understood between the undersigned provider, **Carolyn Clark**, and the **Superior Court of Gila County**, that the provider will provide mediation services from **July 1, 2014, to June 30, 2015**. The provider is expected to complete any assignments made during this time.
- B. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause.
- C. **Renewal:** The attorney agrees that the Gila County Superior Court shall have the right to renew the contract for three (3) more additional one-year periods, or portions thereof. In the event the Gila County Superior court exercises such right, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and/or deletions.
- D. **A.R.S. § 38-511:** This agreement is subject to the cancellation provisions of A.R.S. § 38-511.
- E. **Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.
- Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.
- Provider shall advise each approved 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."

III. Compensation, Costs, and Billing Procedures

Compensation: The provider agrees to provide mediation services pursuant to this agreement for the sum of **SEVEN THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS (\$7425.00) PER MONTH**, for a total of **EIGHTY NINE THOUSAND, ONE HUNDRED DOLLARS (\$89,100.00) PER YEAR**, subject to the terms of this contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. If the provider is not able to provide services for the full-term of the contract, compensation will be pro-rated based on the portion of the year the contract was in effect.

IV. Specific Duties of the Provider

- A. Parent Education Program:** This program shall be a minimum of two hours and a maximum of six hours. The program length shall be adequate to cover the program material. To the extent that the provider has the resources, the program shall be available at flexible times, including evenings and weekends, and be offered in the early domestic relations litigation process.
1. All programs shall include, but not limited to, information which relates to the impact of divorce or separation, family restructuring, and judicial proceedings on the children involved.
 2. Parent Education programs may be presented by audio visual media approved for educational use by the Administrative Office of the Courts (AOC).
 3. Provider should employ reasonable efforts to provide a comfortable and safe environment for participants attending the program. The Court and County have rooms reserved for this purpose if the provider wishes to use them.
 4. Provider shall demonstrate proof of continuing professional public liability insurance in an amount approved by the Court and shall submit a Certificate of Insurance, naming Gila County and the Superior Court as the Certificate Holders as well as additional insureds.
 5. Provider and program facilities shall comply with the American Disabilities Act to enable persons with disabilities to participate in the program.
 6. Provider shall provide a certificate of completion to each participant. The certificate of completion shall be in a form acceptable to the Court, and, at a minimum, shall include the court case number, the date of attendance, the participant's name, and the name, address, and telephone number of the provider.

- c. Meet with the Presiding Judge, Justice(s) of the Peace, and others as necessary to coordinate provision of services.
- d. Preparation of correspondence and written agreements.
- e. Secretarial work for all areas covered by the contract.

C. Facilitation and/or Mediation in Dependency Cases:

1. Provider shall be available to provide facilitation for Pre-Hearing Conferences in new dependency cases at least once a week in Globe and once a week in Payson. Sometimes multiple Pre-Hearing Conferences will be held on the same day.
2. Facilitation involves assisting the parties, their attorneys, and any interested parties reach an agreement in the areas of placement of the child, visitation between the parents and child, and services provided, all while considering the best interest of the child.
3. Provider must provide services of mediation when adjudication of dependency is contested and prior to the development of a permanency plan.
4. Provider shall prepare written agreements and present them to the Court.

D. Billing Procedures for Services Provided for Indigents:

1. Submission and Payment: The provider shall submit a monthly invoice for each month's services. Payment is to be made after the month's service has been completed.
2. Statistical Report: The Court requires the provider to prepare a statistical report summarizing mediation services each month. Invoices are to be submitted only after the previous month's statistical report has been completed and attached to the invoice.
3. The statistical report is due by the 10th of each month for the preceding month's activity.

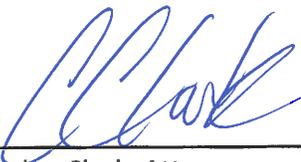
Procedural matters covered by this agreement may be modified during the term of this contract as necessary. The provider will be notified of procedural changes, if they occur.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050814

APPROVED:

Michael A. Pastor, Chairman of the Board



Carolyn Clark, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-2 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2014**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, BARRY A. STANDIFIRD** of the City of Payson, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 to JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and/or provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **BARRY A. STANDIFIRD** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 to JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Compensation:** The Attorney agrees to provide legal services for the sum of **ONE HUNDRED AND FOURTEEN THOUSAND, NINE HUNDRED AND EIGHTY-ONE DOLLARS (\$114,981.00) PER YEAR**, payable at the rate of **NINE THOUSAND, FIVE HUNDRED AND EIGHTY-ONE DOLLARS AND SEVENTY FIVE CENTS (\$9581.75) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made

during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 4-6 Felony cases**, and will be subject to appointments in felony classes 2 – 3, and other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

- 1) **Personal Attendance:** The Attorney and the defendant must be personally present.
- 2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-2

APPROVED:

Michael A. Pastor, Chairman of the Board



Barry A. Standifird, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042514-1 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **TIMOTHY V. NELSON** of the City of _____, County of _____, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. **Period Covered:** It is understood between the undersigned attorney, **TIMOTHY V. NELSON** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015**.

B. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

D. **Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Indigent Criminal Defense Compensation:** The attorney agrees to provide legal services for the sum of **EIGHTY-THREE THOUSAND, SEVEN HUNDRED AND FORTY-EIGHT DOLLARS (\$83,748.00) PER YEAR**, payable at the rate of **SIX THOUSAND, NINE HUNDRED AND SEVENTY-NINE DOLLARS (\$6,979.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 4-6 Felony cases**, and will be subject to appointments in felony classes 2-3, and other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042514-1

APPROVED:

Michael A. Pastor, Chairman of the Board



Timothy V. Nelson, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-7 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT, MYERS AND ASSOCIATES, PLLC.** of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **MYERS AND ASSOCIATES, PLLC.** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015.**

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FORTY-SEVEN THOUSAND (\$47,000) DOLLARS**, for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the special actions and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Special Actions and Appeals:** Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. **Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. **Statistical Reports:** The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

D. **Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

E. **Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation with the exception of annual recertification.

F. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. **Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply when practicable. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the client must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference or time prescribed by court order or rules of procedure so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Mediation/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the client must be personally present.

2) **Request:** Any party may request a mediation or settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

F. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

G. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including court costs, may be imposed for late requests for continuances, whether granted or not.

H. Motions and Orders to Transport:

1) **Preparation:** When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

I. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-7

APPROVED:

Michael A. Pastor, Chairman of the Board



Myers and Associates, PLLC., Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 041514 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, and **STEVEN E. BURK** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner, and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment, as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **STEVEN E. BURK** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Delinquency Compensation: The attorney agrees to provide legal services for the sum of **SIXTY-EIGHT THOUSAND, NINE HUNDRED AND EIGHTY-EIGHT (\$68,988.00) PER YEAR**, payable at the rate of **FIVE THOUSAND, SEVEN HUNDRED AND FORTY-NINE DOLLARS AND SEVENTY FIVE CENTS (\$5,749.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT**, and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**, for the period of the contract without advance written authorization.

C. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, may be reimbursed by the Court: mileage for travel for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Juvenile Delinquency cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings, and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before** the time set for hearing, not **at** the time set for hearing.

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

- 1) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 2) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 3) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being “on call” for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants’ counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts’ signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff’s Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041514

APPROVED:

Michael A. Pastor, Chairman of the Board



Steven E. Burk, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-1 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **MICHAEL B. BERNAYS** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$100,000 per occurrence and \$300,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **MICHAEL B. BERNAYS** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Compensation:** The Attorney agrees to provide legal services for the sum of **NINETY-TWO THOUSAND, AND SEVENTY-SIX DOLLARS (\$92,076.00) PER YEAR**, payable at the rate of **SEVEN THOUSAND, SIX HUNDRED AND SEVENTY-THREE DOLLARS (\$7,673.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be

submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals to the extent possible.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

- 1) **Personal Attendance:** The Attorney and the defendant must be personally present.
- 2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

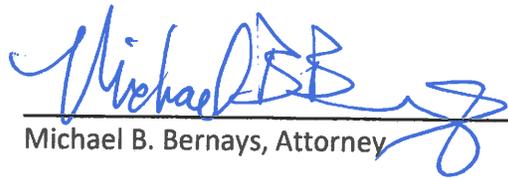
3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-1

APPROVED:

Michael A. Pastor, Chairman of the Board



Michael B. Bernays, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 042614-3 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the Superior Court in Gila County, hereinafter designated the **COURT, JONATHAN L. WARSHAW** of the City of Gilbert, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 to JUNE 30, 2015**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **JONATHAN L. WARSHAW** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 to JUNE 30, 2015**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Provider shall advise each approved 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."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **EIGHTY THREE THOUSAND, SEVEN HUNDRED AND FIFTY-SEVEN DOLLARS (\$83,757.00) PER YEAR**, payable at the rate of **SIX THOUSAND, NINE HUNDRED AND SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$6,979.75) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Said monthly amount may be paid bi-weekly by agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 2 - 6 Felony cases, mainly drug cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. **Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. **Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. **Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. **Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. **Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

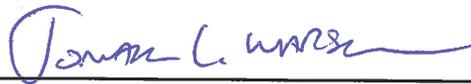
3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042614-3

APPROVED:

Michael A. Pastor, Chairman of the Board



Jonathan L. Warshaw, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Peter J. Cahill, Presiding Judge



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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.

ARF-2612

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: John Marcanti, **Submitted By:** Marilyn Brewer, Executive Assistant,
Member, Board of Supervisors Board of Supervisors-District 3

Department: Board of Supervisors-District 3

Information

Request/Subject

Resolution No. 14-06-06 to Declare Support for Gila County to Remain in the Cenpatico Behavioral Health of Arizona (Southern Region) Service Area.

Background Information

Created in 1986, the Arizona Department of Health Services/Division of Behavioral Health Services (ADHS/DBHS) serves as the single state authority to provide coordination, planning, administration, regulation and monitoring of all facets of the state public behavioral health system. The Division contracts with community-based organizations, known as Regional Behavioral Health Authorities (RBHAs), to administer behavioral health services. RBHAs operate much like a health maintenance organization.

Each RBHA contracts with a network of service providers similar to health plans to deliver a range of behavioral health care services, treatment programs for adults with substance abuse disorders, adults with serious mental illness and children with serious emotional disturbances as well as members enrolled in Medicaid, KidsCare, the Arizona Health Care Cost Containment System (AHCCCS) and Medicare Advantage programs.

Arizona is divided into geographical service areas served by the RBHAs; namely, Mercy Maricopa Integrated Care which serves Maricopa County; Community Partnership of Southern Arizona which serves Pima County; Northern Arizona Behavioral Health Authority which serves Mohave, Coconino, Apache, Navajo and Yavapai Counties; and Cenpatico Behavioral Health of Arizona (aka Southern Region) which serves La Paz, Yuma, Greenlee, Graham, Cochise, Santa Cruz, Gila and Pinal Counties. The Cenpatico Behavioral Health of Arizona (Southern Region) service area also provides services to persons living on the San Carlos Apache Reservation.

Gila County has been located in the Cenpatico Behavioral Health of Arizona (Southern Region) service area. ADHS/DBHS is proposing to move Gila County into the Northern Arizona Behavioral Health Authority service area. ADHS/DBHS is also proposing to move the entire San Carlos Apache Reservation to the Northern Arizona Behavioral Health Authority service area, including the part that is located in Graham County. The people of Bylas will no longer be able to go into Safford for services, but rather will have to go to Show Low or Flagstaff. The people on the San Carlos Apache Reservation located on the Gila County side and all other residents of Gila County will no longer be able to receive services in Globe or in Phoenix, but will also have to go north if these services are no longer offered in Globe. All of these agencies--Horizon Human Services, Southeastern Arizona Behavioral Health Services and Community Bridges--which have been funded by Cenpatico of Arizona in the past would then be funded by a different agency. People from Kearny and Superior (both in Pinal County) who also come to Globe at times for services would have to go elsewhere.

Evaluation

In order to provide quality services for the residents of Gila County and the San Carlos Apache Reservation, it is believed it would be in the best interest of Gila County to keep Gila County in the Cenpatico Behavioral Health of Arizona (Southern Region) service area.

Conclusion

It would be the most beneficial for the residents of Gila County if Gila County remains in the Cenpatico Behavioral Health of Arizona (Southern Region) service area.

Recommendation

It is being recommended that it would be in the best interest of the residents of Gila County for Gila County to remain in the Cenpatico Behavioral Health of Arizona (Southern Region) service area. Graham County has also adopted a similar resolution.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-06-06 whereby the Gila County Board of Supervisors hereby declares its continued support for Gila County to remain in the Cenpatico Behavioral Health of Arizona (Southern Region) geographical service area for the upcoming HF332025 - Greater Arizona Behavioral Health Services Request for Proposal.

(John Marcanti)

Attachments

Resolution No. 14-06-06



RESOLUTION NO. 14-06-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, EXPRESSING CONTINUED SUPPORT FOR GILA COUNTY TO REMAIN IN THE CENPATICO BEHAVIORAL HEALTH OF ARIZONA (SOUTHERN REGION) GEOGRAPHIC SERVICE AREA FOR THE UPCOMING HF332025 – GREATER ARIZONA BEHAVIORAL HEALTH SERVICES REQUEST FOR PROPOSAL

WHEREAS, the Gila County Board of Supervisors has historically been in the same service area with Pinal County for behavioral health services; and,

WHEREAS, the Gila County Board of Supervisors recognizes the importance of collaboration with many organizations and agencies that serve both Gila and Pinal Counties; and,

WHEREAS, the Gila County Board of Supervisors recognizes the significance of the more recent collaboration with Graham County in providing services for our residents on the San Carlos Apache Reservation; and,

WHEREAS, the Gila County Board of Supervisors understands that most of our residents travel south for services that are not available in Gila County.

NOW, THEREFORE, BE IT RESOLVED that the full body of the Gila County Board of Supervisors hereby declares its continued support for Gila County to remain in the Cenpatico Behavioral Health of Arizona (Southern Region) Geographic Service Area for the upcoming HF332025 – Great Arizona Behavioral Health Services Request for Proposal.

PASSED AND ADOPTED this 24th day of June 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

ARF-2613

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: John Marcanti, **Submitted By:** Marilyn Brewer, Executive Assistant,
Member, Board of Supervisors Board of Supervisors-District 3

Department: Board of Supervisors-District 3

Information

Request/Subject

Resolution No. 14-06-07 To Declare Support for Cenpatico of Arizona to Remain as the Regional Behavioral Health Authority For Gila County.

Background Information

Cenpatico of Arizona has been providing excellent behavioral health services to the people of Gila County for many years. Recently, the Arizona Department of Health Services has decided to allow for the possibility of other organizations to begin providing behavioral health services in Gila County.

Evaluation

Being an important collaborative partner with the people of Gila County for many years, Cenpatico of Arizona has proven to be successful in building valuable relationships in our communities and providing excellent behavioral health services.

Conclusion

Cenpatico of Arizona has proven to be a valued partner in providing quality behavioral health services to the people of Gila County and should continue to be the chosen provider by the Arizona Department of Health Services.

Recommendation

It is recommended that the Board of Supervisors adopt Resolution No. 14-06-07 expressing continued support for Cenpatico of Arizona to remain as the contracted Regional Behavioral Health Provider for Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-06-07 whereby the Gila County Board of Supervisors hereby declares its continued support for Cenpatico of Arizona to remain as the Regional Behavioral Health Authority for Gila County and be awarded the upcoming HF332025 – Greater Arizona Behavioral Health Services Contract. **(John Marcanti)**

Attachments

Resolution No. 14-06-07



RESOLUTION NO. 14-06-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, EXPRESSING CONTINUED SUPPORT FOR CENPATICO OF ARIZONA TO REMAIN AS THE REGIONAL BEHAVIORAL HEALTH AUTHORITY FOR GILA COUNTY AND BE AWARDED THE UPCOMING HF332025 – GREATER ARIZONA BEHAVIORAL HEALTH SERVICES CONTRACT

WHEREAS, the Gila County Board of Supervisors has supported Cenpatico of Arizona in their provision of services for our residents; and,

WHEREAS, the Gila County Board of Supervisors recognizes the importance of quality behavioral health services for our residents; and,

WHEREAS, the Gila County Board of Supervisors recognizes the significant role that Cenpatico of Arizona has played in the health and wellness of community members with both services to eligible members and support of local organizations; and,

WHEREAS, Cenpatico of Arizona has made a significant impact with their community reinvestment into events, cultural celebrations, organizations and programs that benefit the residents of Gila County; and,

WHEREAS, the Gila County Board of Supervisors understands the importance of Cenpatico of Arizona's collaboration in implementing the county crisis protocols; and,

WHEREAS, the Gila County Board of Supervisors understands the importance of Cenpatico of Arizona's commitment to bring two Rural Detox Centers to Gila County communities.

NOW, THEREFORE, BE IT RESOLVED that the full body of the Gila County Board of Supervisors hereby declares its continued support for Cenpatico of Arizona to remain as the Regional Behavioral Health Authority for Gila County and be awarded the upcoming HF332025 – Greater Arizona Behavioral Health Services Contract.

PASSED AND ADOPTED this 24th day of June 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

ARF-2609

Regular Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 06/24/2014
Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department: Community Services Division
Division: Comm. Action Program/Housing Servs.
Fiscal Year: 2014-2015
Budgeted?: Yes
Contract Dates Begin & End: July 1, 2014 - June 30, 2015
Grant?: Yes
Matching Requirement?: No
Fund?: New

Information

Request/Subject

Freeport-McMoRan Copper and Gold Grant Application and Award.

Background Information

Freeport-McMoRan Copper and Gold has established Community Investment Funds (CIFs) in communities near their operations in Colorado, New Mexico and southeastern Arizona. The CIFs engage community leaders in cultivating and assessing community projects that address identified priorities, and allow them to allocate Freeport-McMoRan Copper Foundation funds to projects that have a positive, sustainable impact.

Each CIF is governed by a committee of 7 to 10 community representatives as well as two company representatives. The committee reviews all proposals and determines which projects best address the community's priorities, while also producing a sustainable benefit or contributing to overall community sustainability.

Evaluation

Gila County Community Services Division, Housing Services, submitted a grant application on February 28, 2014, to be considered for funding in the amount of \$10,000, from Freeport-McMoRan Copper & Gold, Community Investment Funds. On June 5, 2014, Freeport-McMoRan held their awards ceremony to announce the recipients of the grants. Gila County Housing Services received funding in the amount of \$10,000. As noted in the application, these funds will be used to provide emergency minor home repair to eligible persons residing in Globe, Miami, or Claypool, age 60 years of age and over or disabled persons of any age.

Conclusion

Funds received from said grant award will be used to provide minor emergency home repair to eligible persons residing in Globe, Miami, and Claypool.

Recommendation

The Gila County Community Services Division Director recommends ratifying the grant application and accepting the grant award from Freeport-McMoRan Copper & Gold.

Suggested Motion

Information/Discussion/Action to ratify the submission of a grant application by the Community Services Division, Housing Services to Freeport-McMoRan Copper & Gold (Freeport), which was submitted on February 28, 2014; and to accept a grant award from Freeport in the amount of \$10,000 which will be used during the period of July 1, 2014, through June 30, 2015, to provide minor home repairs to eligible citizens residing in Globe, Miami, and Claypool. **(Malissa Buzan)**

Attachments

Freeport-McMoRan Application

Freeport-McMoRan Copper & Gold Award letter and check

TRANSFORMING TOMORROW
TOGETHER



[Communities](#) [Nonprofits](#) [Schools](#) [Stakeholders](#) [Employees](#)

Globe-Gilani Community Investment Fund

[Logout](#)

Confirmation of Application Receipt:

Your application was successfully submitted to the Freeport-McMoRan Copper & Gold Foundation. No further action on your part is required and you can expect to receive notice of your application's status shortly. Click here to return to the homepage when you are finished.

To print a copy of this completed application click the Print button below.

Contact Information

- * Salutation Mrs
- * First Name Christine
- * Last Name Lopez
 - * Title Adm Clerk, Specialist
 - * Address 5515 S. Apache Ave. Suite 200
 - * City Globe
 - * State Arizona
- * Zip Code 85501
- * Telephone 9284257631
- * E-mail Address clopez@gilacountyaz.gov
- * Contact Type Request Contact

Organization Information

- * Legal Name County of Gila, Gila County Housing Services
- * Address 5515 S. Apache Avenue
- Address 2 Suite 200
- * City Globe
- * County Gila
- * State Arizona
- * Zip Code 85501
- * Telephone 9284257631
- Website Address <http://www.gilacountyaz.gov>

Organization Details

- * Total Annual Organization Budget \$852,642.00
- * Annual Organization Operating Budget Upload
 - GCHousing_OrgBudget2013.pdf (241.43 K), uploaded by Christine Lopez on 02/26/2014
- Audited Financial Statement Upload
 - GCHousing_Org Audited Financial Statement 2011.pdf (194.54 K), uploaded by Christine Lopez on 02/26/2014
- Form 990 Upload
- * Board Members Upload
 - GCHousing_Board 2014.pdf (390.58 K), uploaded by Christine Lopez on 02/26/2014
- * Lodestar Training Yes

Project Information

- * **Project Title** Minor Home Repair
- * **Grant Amount Requested** \$16,000.00
- * **Project Budget** \$16,000.00
- * **Project Budget Upload** • **GCHousing_Project Budget 2014.pdf (7.6 K)**, uploaded by **Christine Lopez** on **02/26/2014**
- * **Projected Project Start Date** 07/01/2014
- * **Projected Project End Date** 06/30/2015
- * **Project Community** Miami/Globe, Arizona
- * **Project Summary** Housing Services Department plans to assist a minimum of 40 persons from July 1, 2014 through June 30, 2015 with minor home repair and/or adaptations.

Persons eligible for this program must reside in Globe, Miami or Claypool; are persons aged sixty and over or those under age sixty who have a disability. Priority will be given to those who have no other resources to provide the repair/adaptations for themselves.

The method in which the program will operate is:

1 Applications will be taken by appointment

2 Local licensed Contractor(s) will be utilized and the Contractor(s) will invoice Gila County Housing Services on behalf of the person to be assisted.

Gila County Housing Services will use funds awarded in this contract in conjunction with Pinal Gila Council for Senior Citizens during the period toward the operation of the minor home repair and/or adaptations program
- * **Globe/Miami Community Priority 1** Community Services
- * **Globe-Miami - Community Priority and Focus Area 1** ---Community Services, Senior Services
Globe/Miami Community Priority 2
- * **Globe-Miami - Community Priority and Focus Area 2**
- * **Need for Project** During the summer temperatures range from the high 90's to 110 degrees in this area. Elderly, disabled and children are vulnerable to the heat. In order to prevent heat related illness and/or death, we will provide assistance to improve, repair and/or replace heating/cooling systems in their homes. During the winter our day/night temperatures can drop to below freezing. We would use this funding repair or replace heating systems. There is also a great need for adaptations to homes for the disabled. We will also use this funding for minor adaptation items that will assist disabled persons to better function in their homes
- * **Project Activities** This project funds will ensure that our target populations will have adequate heating, cooling systems and adaptations for their homes, improving their overall health and safety
- * **Target Population** Elderly (60 years of age and over), Disabled (any age) who reside in the Globe, Miami, or Claypool areas.
- * **Direct Impact** 40
- * **Indirect Impact** 65
- * **Project Partners** Our main partner in this program will be the Pinal Gila Council for Senior Citizens (PGCSC), which provides \$6,000 in annual funding for Minor Home Repair. Gila County enters into a yearly contract agreement with PGCSC to serve all of Gila County with these activities.
- * **Capacity To Implement Project** Gila County Housing Services has administered this program for over 20 years in Gila County. All staff are long term employees who have numerous years of experience with this type of contract. Each year, we have successfully completed the Minor Home Repair contract. The Pinal Gila Council for Senior Citizens contract specialists provide oversight and monitoring of the project.
- * **Project Sustainability** This program will continue beyond the initial funding year. We hope to use this funding to enhance the current program. Through annual contract agreements with Pinal Gila Council for Senior Citizens, this program will continue indefinitely. We have successfully operated this program since 1986.

Community Sustainability

- * **Community Capacity (Short-Term Impact)** Being that there are not any other programs in Globe, Miami and Claypool offering this type of assistance for minor home repair and adaptations, this program is essential to keep our target population(s) healthy and safe in their homes. Gila County Housing Services staff are long term employees who have many years experience in operating this program.
- * **Community Sustainability (Long-Term Impact)** The project activities enable the target population to remain living in their homes. If we did not offer this assistance, many elderly and/or disabled would not be able to afford to repair their heating and/or cooling systems or install adaptations, and would remain living in unsafe conditions. This program is free of charge. Local contractors will be completing the work, in turn their business will be receiving dollars that otherwise would not be available in the community. Because we believe in a holistic approach to home repairs, the participants in this project may receive more intensive repairs to their

homes, resulting in more homes meeting minimum building codes. It would improve the housing stock in our communities and will help increase their neighborhoods housing values. In turn, if ever these homes are offered for sale, they will be in better condition and they may also bring a higher sale price as a result of the upgrades and adaptations.

- * **Project Sustainability** This program will continue beyond the initial funding year. We hope to use this funding to enhance the current program. Through annual contract agreements with Pinet Gila Council for Senior Citizens, this program will continue indefinitely. We have successfully operated this program since 1988.
- * **Lodestar Training** Yes

Impacts & Evaluation

* **Globe-Miami Community Benefit:** Increase programs/services for seniors that increases engagement/independence
Community Priority: *Community Services*
Focus Area: *Senior Services*

* **Community Benefit 1 Measurement Details:** We will provide minor home repairs and/or adaptations to a minimum of 40 elderly, and/or disabled residents in the Globe, Miami, and Claypool areas. As a result of this assistance, these 40 households will remain independent in their own homes, and their health will not suffer unduly due to lack of adequate heating, cooling and/or adaptations. Each household served will be provided with an Evaluation to determine the impact the service had on their life, and to evaluate the Contractor's and staff's performance.

Community Benefit 2 Measurement Details:

* **Impact Statement:** The Gila County Housing Services Department will assist 40 elderly and/or disabled persons with minor home repairs and/or adaptations during the next 12 months. By providing this assistance, it will have the effect of elevating the health and safety levels of that home, so that each household will be able to remain independent in their home.

Statement of Understanding

- * **Statement of Understanding:** Yes
- * **Electronic Signature:** Christine M Lopez
- * **Date:** 02/27/2014

Need Support?

GILA COUNTY HOUSING SERVICES
PROPOSED BUDGET

Agency Name: Gila County Housing Services		Contract Number:	FOR PERIOD 1-Jul-14 To: June 30, 2015			Prepared by: Christine Lopez	Date: Feb. 26, 2014	
Services	Minor Home Repair	Freeport Community Investment Fund						GRAND TOTAL
Totals	16,000	10,000	0	0	0	0	0	16,000
AREA AGENCY CEILING	6,000	10,000						16,000
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	6,000	10,000	0	0	0	0	0	16,000
VOLUNTARY CONTRIBUTION								0
COST SHARE								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
Budget Categories	EXPENSES							
Personnel								0
RE								0
Professional/Outside	6,000							6,000
Travel								0
Space								0
Equipment								0
Material/Supplies	0							0
Operating Svcs.								0
Allocated Indirect								0
SUBTOTAL/Direct Svcs.								0
SUBTOTAL/Purchased Svcs.	6,000	0	0	0	0	0	0	6,000
SERVICE TOTAL	6,000	10,000	0	0	0	0	0	16,000
No. of Units Direct								80
No. of Units Purchased	24	40						
Unit Rate/Direct	250.00							
Unit Rate/Purchased	250	250	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Unit Rate/Contract								



Gila County

Search

Version: 08/13/2014

[Home](#) [Quick Links](#) [Find Us](#) [Contact Us](#)

[Offices/Deps.](#) [Residents](#) [Business](#) [Visitors](#) [How Do I...?](#) [Document Center](#)



No Emergency At This Time

[Home](#) » [Offices/Deps.](#) » [Board of Supervisors](#)

[Email](#) [Print](#)

Gila County Board Members

BOS Home

[District 1](#)

[District 2](#)

[District 3](#)

[Board of Equalization](#)

[BOS Calendar - 2014](#)

[2014 BOS Agenda Quick Submission Schedule](#)

[Countywide Policies](#)

[Meeting Agendas, Results, Minutes & Audio](#)

[Ordinances](#)

[Property Valuation Information](#)

[Public Notices](#)

[Real Property Deeded to the State](#)



[Tommie Martin - District 1](#)



[Michael Pastor - District 2](#)



[John Marcanti - District 3](#)

The Gila County Board of Supervisors is responsible for the financing and administration of County government, has final approval over County department budgets, governs tax rates and calculates all other rates.

The Board has final approval for all zoning and use permits in the unincorporated areas of the County.

If a special board meeting is called, a public notice at least 24-hours prior to the meeting an agenda is made available to the public.

The Board of Supervisors also acts as the board of directors for certain special districts within the County such as the Gila County Library District, Strawberry Hollow County Improvement District, and East Verde Estates Street Improvement District.

In addition, the board is responsible for appointing the directors of the 5 County divisions.

The Board also works with other governmental bodies such as the towns and cities within Gila County, United States Forest Service and other state and federal governmental agencies.

District 1
Office: Gila County Complex
610 E HWY 260
Payson, Arizona 85547
Phone: (928) 474-2029

District 2
Office: Gila County Courthouse
1400 E. Ash Street
Globe, Arizona 85501
Phone: (928) 402-8753

District 3
Office: Gila County Courthouse
1400 E. Ash Street
Globe, Arizona 85501
Phone: (928) 402-8726



GILA COUNTY AZ

Budget by Organization Report

Through 07/01/13
 Prior Fiscal Year Activity Included
 Detail Listing

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 2000 - Housing									
REVENUE									
Department 171 - Community Services									
Intergovernmental	660,720.00	.00	660,720.00	.00	.00	.00	660,720.00	0	643,357.15
Charges for Services	.00	.00	.00	.00	.00	.00	.00	+++	.00
Investment	.00	.00	.00	.00	.00	.00	.00	+++	.00
Contributions	140,922.00	.00	140,922.00	.00	.00	.00	140,922.00	0	217,876.73
Miscellaneous	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	10.70
Other Revenue	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0	80,000.00
Department 171 - Community Services Totals	\$876,642.00	\$0.00	\$876,642.00	\$0.00	\$0.00	\$0.00	\$876,642.00	0%	\$941,244.58
REVENUE TOTALS	\$876,642.00	\$0.00	\$876,642.00	\$0.00	\$0.00	\$0.00	\$876,642.00	0%	\$941,244.58
EXPENSE									
Department 171 - Community Services									
Personnel Services	243,256.29	.00	243,256.29	.00	.00	.00	243,256.29	0	245,864.25
Operating Expenses	609,618.00	.00	609,618.00	.00	6,900.00	.00	602,718.00	1	721,325.98
Capital	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 171 - Community Services Totals	\$852,874.29	\$0.00	\$852,874.29	\$0.00	\$6,900.00	\$0.00	\$845,974.29	1%	\$967,190.23
EXPENSE TOTALS	\$852,874.29	\$0.00	\$852,874.29	\$0.00	\$6,900.00	\$0.00	\$845,974.29	1%	\$967,190.23
Fund 2000 - Housing Totals									
REVENUE TOTALS	876,642.00	.00	876,642.00	.00	.00	.00	876,642.00	0	941,244.58
EXPENSE TOTALS	852,874.29	.00	852,874.29	.00	6,900.00	.00	845,974.29	1	967,190.23
Fund 2000 - Housing Totals	\$23,767.71	\$0.00	\$23,767.71	\$0.00	(\$6,900.00)	\$0.00	\$30,667.71		(\$25,945.65)
Grand Totals									
REVENUE TOTALS	876,642.00	.00	876,642.00	.00	.00	.00	876,642.00	0	941,244.58
EXPENSE TOTALS	852,874.29	.00	852,874.29	.00	6,900.00	.00	845,974.29	1	967,190.23
Grand Totals	\$23,767.71	\$0.00	\$23,767.71	\$0.00	(\$6,900.00)	\$0.00	\$30,667.71		(\$25,945.65)



333 North Central Avenue
Phoenix, Arizona 85004
Tel: 602-366-8116
Fax 602-366-7305
www.fcx.com

June 4, 2014

Christine Lopez
Adm. Clerk, Specialist
County of Gila, Gila County Housing Services
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

Dear Mrs. Lopez:

On behalf of the Freeport-McMoRan Foundation and the Globe-Miami Community Investment Fund Committee, I am pleased to enclose a check in the amount of \$10,000.00 payable to the Gila County Housing Services in support of the Minor Home Repair project.

The funds should be used to implement the project as described in the application. Please notify us at the earliest possible time should the project scope change from the original application.

Your application successfully met the criteria of the Globe-Miami Community Investment Fund to provide a sustainable benefit to the community. The Community Investment Committee was impressed with the quality of the Minor Home Repair project and its work to assist elderly and disabled individuals by completing home repair and adaptations, making their residences safer and allowing them to remain in their homes.

This grant is made by the Freeport-McMoRan Foundation on behalf of the company and its operations. Any acknowledgment of our support should be attributed to the Freeport-McMoRan Foundation.

Please be sure to deposit your check within 90 days of date of issue. After 90 days, the check will automatically be cancelled within our system or be considered void by local banking institutions. If for some reason you are not able to deposit the check within the 90-day period, please contact us and we will address the issue.

Please accept our best wishes for a very successful program.

Sincerely,

A handwritten signature in black ink that reads 'Tracy L. Bame'. The signature is written in a cursive, flowing style.

Tracy L. Bame
President, Freeport-McMoRan Foundation

Enclosure

cc: Angie Harmon, Social Investment Manager, Freeport-McMoRan

Freeport - McMoRan Copper & Gold Foundation

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
19959635	05/30/2014	County of Gila, Gila County Housing Services Minor Home Repair			\$10,000.00

Freeport - McMoRan Copper & Gold Foundation

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
19959635	05/30/2014	County of Gila, Gila County Housing Services Minor Home Repair			\$10,000.00



333 NORTH CENTRAL AVENUE
PHOENIX, AZ 85004

BANK OF AMERICA, N.A.
CUSTOMER CONNECTION

32-1/1110 TX
0

CHECK DATE	CHECK NO
05/30/2014	12062

CHECK AMOUNT
\$10,000 00

PAY

Ten thousand and xx/100 Dollars

TO THE
ORDER
OF

County of Gila, Gila County Housing Services
5515 S. Apache Avenue
Globe, AZ 85501

Minor Home Repair

Freeport - McMoRan Copper & Gold Foundation
VOID AFTER 90 DAYS

Janey Skame

AUTHORIZED SIGNATURE

⑈00012062⑈ ⑆111000012⑆ 375 622 9200⑈

ARF-2601

Regular Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division Deputy Director, Public Works Division

Department: Public Works Division

Division: Engineering

Fiscal Year: FY 2014-2015

Budgeted?: Yes

Contract Dates July 1, 2014 through

Grant?: Yes

Begin & End: Dec. 31, 2016

Matching Yes

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. Two to ADOT File No. IGA/JPA 10-230I

Background Information

On April 5, 2011, Gila County adopted Resolution No. 11-04-05 authorizing the County to enter into IGA/JPA 10-230I with ADOT for a Transportation Enhancement Project for a sidewalk along Six Shooter Canyon Road from Remington Road to Cherokee Road. On October 9, 2012, Gila County adopted Resolution No. 12-10-01 and approved Amendment No. One amending IGA/JPA 10-230I. That amendment was for ADOT to oversee and administer the project.

Evaluation

ADOT is now requesting the County's approval of Amendment No. Two to the IGA/JPA. This amendment would add \$27,000 to the project for ADOT Project Management and Design Review (PMDR) fee. Gila County would be responsible for 5.7% of this amount.

The initial fee in the IGA/JPA was \$3,000 for ADOT's Design Review. Some time after the last amendment ADOT has decided it needs to increase their PMDR fee from a range of \$30,000 to \$50,000 for PMDR. For this specific project, ADOT wants an additional \$27,000. The cost to Gila County will be \$1,539.

Conclusion

It is possible that if the amendment is not approved, the project will not be built or that ADOT will attempt to collect the PMDR fee from the County. To date Gila County has over \$24,000 invested in the project.

Recommendation

It is the recommendation of the Deputy Director of Public Works for the Board of Supervisors to adopt Resolution No. 14-06-08 which authorizes the execution of Amendment No. Two to JPA/IGA 10-230I to increase ADOT's PMDR fee from \$3000 to \$27,000 with Gila County paying a 5.7% match in the amount of \$1539.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-06-08 which authorizes the execution of Amendment No. Two to an Intergovernmental Agreement (JPA File No. IGA/JPA 10-230I) between Gila County and the State of Arizona, Department of Transportation for the construction of pedestrian sidewalks along the westerly side of Six Shooter Canyon Road. **(Steve S
(Steve Sanders)**

Attachments

Resolution No. 14-06-08

Amendment Two JPA/IGA 10-230I

Amendment One JPA/IGA 10-230I

IGA JPA 10-230-I

Legal Explanation



RESOLUTION NO. 14-06-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT (AG CONTRACT NO. P0012011000387) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF PEDESTRIAN SIDEWALKS ALONG SIX SHOOTER CANYON ROAD IN GLOBE.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of pedestrian sidewalks along Six Shooter Canyon Road in Globe; and

WHEREAS, Amendment No. Two to the existing the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of Amendment No. Two to an Intergovernmental Agreement (AG Contract No. P0012011000387) between Gila County and the State of Arizona, Department of Transportation, for the construction of pedestrian sidewalks along Six Shooter Canyon Road in Globe, beginning at Remington Road and running north to Cherokee Road.

PASSED AND ADOPTED this 24th day of June 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

ADOT File No.: IGA/ JPA 10-230I
ADOT CAR No.: 13-13-0000732-I
Amendment No. TWO: 14-0004291-
AG Contract No.: P0012011000387
Project: Pedestrian Sidewalks
Section: Westerly side of Six Shooter
Federal-aid No.: GCI-0(201)A
ADOT Project No.: SL648 01C/01D
02D/03D
TIP/STIP No.: GIL 07-01T
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
THE GILA COUNTY**

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"), entered into this date _____, 2014, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 10-230-I, A.G. Contract No. P001201100387, was executed on October 18, 2012, (the "Original Agreement") and Amendment No. One was executed on October 18, 2012, (the "Amendment No. One");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Amendment No. Two and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. Two is to increase the funding of the project and clarify administration and maintenance responsibilities. The State will administer design and advertise, bid, award and administer the construction of the Project. The County will monitor the design and maintain the Project and all its components upon completion of the Project. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

I. RECITALS

Section I. Paragraph 7 is revised, as follows:

SL648 01D - ADOT Project Management & Design Review (PMDR) fee:

Federal-aid funds @ 94.3% (capped)	\$ 25,461.00
County's match @ 5.7%	\$ 1,539.00
County funds @ 100%	<u>\$ 3,000.00</u>
Subtotal – PMDR costs	\$ 30,000.00

SL648 02D (Scoping/Design):

Federal-aid funds @ 94.3% (capped)	\$ 62,036.00
County's match @ 5.7%	<u>\$ 3,750.00</u>
Subtotal – Scoping/Design*	\$ 65,786.00

SL648 03D (environmental documents and clearances):

County funds @ 100%	\$ 17,811.00
Subtotal – Scoping/Design*	\$ 17,811.00

SL648 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 437,448.00
County's match @ 5.7%	<u>\$ 26,442.00</u>
Subtotal – Construction (State-administered)	\$ 463,890.00

Summary:

Total Estimated County Funds	\$ 52,542.00
Total Federal Funds	<u>\$ 524,945.00</u>
TOTAL Project Cost	\$ 577,487.00

* (Included in the County Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

Consistent with the Original Agreement and Amendment No. One, the County has been invoiced and has paid, to the State, a total of \$24,561.00. The State will invoice the County for the County's PMDR match estimated at \$1,539.00. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
MICHAEL A. PASTOR
Chairman

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
MARIAN SHEPPARD
County Clerk

ADOT File No.: IGA/ JPA 10-230-I
CAR No.: 13-0000732-I
Amendment No. Two: 14-0004291-I

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this _____ day of _____, 2014.

County Attorney

ADOT File No.: IGA/JPA 10-230-I
AG Contract No.: P0012011 000387
Amendment No. One
Project No.: TEA GGI-0(201)A
Project: Pedestrian Sidewalks
Section: Westerly side of Six Shooter
Canyon Rd., from Remington –
Cherokee Roads
CAAG TIP No.: FY 2010-2013, page 60
TRACS No.: SL648 01C/02D
Budget Source Item No.: n/a

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
THE GILA COUNTY**

THIS AGREEMENT, entered into this date October 18, 2012, Amendment No. One amending JPA No. 10-230-I, A.G. Contract No.: P0012011000387, and executed **April 26, 2011**, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

THE PURPOSE of this Amendment is to show the use of an ON-CALL Consultant.

Article I, Paragraph 6 has been deleted and replaced in full as follows:

3. 6. The work contemplated under this Agreement is the design and construction by the County of approximately 2120 linear feet of pedestrian facilities along the west side of Six Shooter Canyon Road. The Pedestrian improvements include, but are not limited to, sidewalks, curb & gutter, water turn outs, catch basins, driveway entrances, ADA compliant ramps and handrails. The County will administer the design and the State will advertise, bid and award the construction of the Project, plus subsequently maintain said improvements, collectively hereinafter referred to as the "Project." The estimated Project costs are as follows:

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

SL648 03D (environmental documents and clearances):

Federal-aid funds @ 94.3% (capped)	\$000,000.00
County's match @ 100%	<u>\$ 17,811.00</u>
Subtotal – Scoping/Design* (self administered)	\$ 17,811.00

SL648 02D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 62,036.00
County's match @ 5.7%	<u>\$ 3,750.00</u>
Subtotal – Scoping/Design* (ADOT on call, C&S administered)	\$ 65,786.00

SL648 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 437,448.00
County's match @ 5.7%	\$ 26,442.00
Design review fee (SL648 01D)*	<u>\$ 3,000.00</u>
Subtotal – Construction (State-administered)	\$ 466,890.00

Summary:

Total Estimated County Funds	\$ 33,192.00
Total Federal Funds	<u>\$ 499,484.00</u>
TOTAL Project Cost	\$ 532,676.00

* (Included in the County Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

II. SCOPE OF WORK

Article II, Paragraph 1, a. - e. have been deleted and f. - h. have been added in full as follows

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the County for the State's design review fee, currently estimated at **\$3,000.00** and the County's estimated share of the Project, currently estimated at **\$33,192.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

b. Upon receipt of the design review fee and the County's estimated share of the Project design and environmental costs, currently estimated at **\$21,561.00**, on behalf and with consent of the County, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the County as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

c. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

d. Upon notification by the County and the Consultant of the completion of design and prior to bid advertisement, invoice the County, for the County's share of funds for the construction costs of the Project currently estimated at **\$26,442.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. Deobligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

e. Upon receipt of the local match and any contribution toward construction, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

f. Upon authorization by FHWA and with the aid and consent of the County and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the County, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

g. Notify the County the Project has been completed and is considered acceptable, coordinating with the County as appropriate and to turn over full responsibility of the Project improvements to the County. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

h. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

Article II, Paragraph 2, a. - e. have been deleted and f. - h. have been added in full as follows

2. The County will:

a. Upon execution of this Agreement, designate the State as authorized agent for the County.

b. Upon execution of this Agreement, prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at **\$3,000.00** and the County's estimated share of the Project design and environmental costs, currently estimated at **\$21,561.00**. Be responsible for any difference between the estimated and actual design review costs.

c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Enter into an agreement with the State for the use of one of the Consultants to provide services as required and requested throughout the development of the Project including the construction phase of the Project.

e. Monitor, and as required, be involved with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

f. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding, including the State's design review fee separately billed by the State and included in the Cost Estimate. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs.

g. Within thirty (30) days of receipt of an invoice from the State, remit to the State for the County's share of funds for the construction costs of the Project currently estimated at **\$26,442.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

j. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the County. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

l. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide perpetual and proper maintenance of the Project.

m. Upon completion of construction, be responsible for the electrical power and water necessary to maintain of the Project.

n. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Enhancement Section.

o. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

Article III, Paragraph 6 has been deleted and replaced in full as follows:

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this

Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

Article III, Paragraph 13 has been deleted and replaced in full as follows:

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

ALL NOTICES OR DEMANDS upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Gila County
Public Works
Attn: Steve Sanders, Deputy Director
745 N. Rose Mofford Way
Globe, Arizona 85501
(928) 425-3231 x8899
(928) 425-8104 Fax

PURSUANT TO ARIZONA REVISED STATUTES § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amended Agreement the day and year first above written.

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By 
TOMMIE C. MARTIN
Chairman, Board of Supervisors

By 
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST:

By 
MARIAN SHEPPARD
Chief Deputy Clerk

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 9th day of October, 2012.

[Signature]

for County Attorney

When recorded,
return to:
Marian Sheppard, BOS
(10/09/12 #4D)



RESOLUTION NO. 12-10-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT (AG CONTRACT NO. P0012011 000387) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF PEDESTRIAN SIDEWALKS ALONG SIX SHOOTER CANYON ROAD IN GLOBE.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of pedestrian sidewalks along Six Shooter Canyon Road in Globe; and

WHEREAS, Amendment No. One to the existing the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of Amendment No. One to an Intergovernmental Agreement (AG Contract No. P0012011 000387) between Gila County and the State of Arizona, Department of Transportation, for the construction of pedestrian sidewalks along Six Shooter Canyon Road in Globe, beginning at Remington Road and running north to Cherokee Road.

PASSED AND ADOPTED this 9th day of October 2012, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS


Marian Sheppard, Chief Deputy Clerk


Tommie C. Martin, Chairman

Approved as to form:


Bryan Chambers
Chief Deputy County Attorney



THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSANE. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

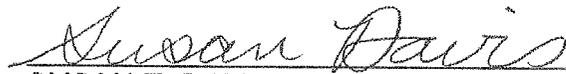
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012011000387 (**IGA/JPA 10-230-I, Amendment No. One**), an Agreement between public agencies, i.e., The State of Arizona and The Gila County, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 18, 2012

THOMAS C. HORNE
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:rl:#2904937
Attachment

ADOT File No.: IGA/JPA 10-230-I
AG Contract No.: P0012011 000387
Project No.: TEA GGI-0(201)A
Project: Pedestrian Sidewalks
Section: Westerly side of Six Shooter
Canyon Rd., from Remington –
Cherokee Roads
CAAG TIP No.: FY 2010-2013, page 60
TRACS No.: SL648 01C/02D
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT is entered into this date April 26, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. Congress has authorized appropriations for, but not limited to twelve eligible categories of Transportation Enhancement (TE) activities and the County has requested federal funds from the Federal Highway Administration (FHWA), and paid through the State, up to \$499,484.00 for a project within the boundary of the County and described more fully below in Paragraph 6 of these Recitals.
 4. Such project lies within the boundary of the County and has been selected by the County; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 5. The County, in order to obtain Federal funds for the construction of the project, is willing to provide County funds to match Federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE).
 6. The work contemplated under this Agreement is the design and construction by the County of approximately 2120 linear feet of pedestrian facilities along the west side of Six Shooter Canyon Road. The Pedestrian improvements include, but are not limited to, sidewalks, curb & gutter, water turn outs, catch basins, driveway entrances, ADA compliant ramps and handrails. The County shall advertise, bid and award the project, plus subsequently maintain said improvements, collectively hereinafter referred to as the "Project." The estimated costs are as follows:
-

Estimated Total Project Cost	\$529,676.00
Construction (TRACS No.: SL648 01C)	
Federal-aid funds @ 94.3% (capped)	\$437,448.00
County's match @ 5.7%	\$ 26,442.00
County's contribution @ 100%	\$ -0-
Subtotal – Construction*	\$463,890.00
Design (TRACS No.: SL648 02D)	
Federal-aid funds @ 94.3% (capped)	\$ 62,036.00
County's match @ 5.7%	\$ 3,750.00
Subtotal – Design	\$ 65,786.00
*Total Estimated County Funds	\$ 30,192.00

*(Includes construction, CE and incidentals).

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount

total 499,484

7. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the County and to authorize such Federal funds for the Project pursuant to Federal law and regulations. The County has been approved by FHWA and the State to bid and administer the construction of the Project, with the State as the designated agent for the County.

8. The Parties hereby agree to and acknowledge the following conditions: a) the estimated monetary amounts referenced in this Agreement are subject to change and can change significantly before completion of the Project; b) the Parties shall perform their responsibilities consistent with this Agreement; and c) any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for design and construction. Coordinate with the County so that the Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions and Standard Specifications.
 - b. Review design plans, specifications (PS&E's) and other such documents and services required for the construction bidding and construction of the Project and provide comments to the County as appropriate.
 - c. Enter into an Agreement with FHWA on behalf of the County covering the work encompassed for said design and construction, and request the maximum Federal Funds available, including construction engineering and administration costs. Upon authorization, notify the County that they may proceed to advertise for, receive and open bids, enter into contract(s) with a firm(s) to whom the award is made for the design and construction of the Project. Should costs exceed the maximum Federal funds available or be deemed ineligible for reimbursement, it is understood and agreed that the County will be responsible for such costs.

d. Upon execution of this Agreement and within thirty (30) days of receipt of approved invoices, reimburse the County for eligible costs incurred for design and construction with federal funds at 94.3% of incurred, actual costs not to exceed the total federal amounts shown above in Article I, Paragraph 6 of this Agreement, unless changed by amendment to this Agreement.

e. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement designate the State as authorized agent for the County to secure the Federal Aid.

b. Enter into an agreement with the Design Consultant(s), solicited and selected in compliance with Arizona Procurement Procedures, which defines a specific scope of services and approved contract price. Said Design Consultant(s) shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

c. Upon execution of this Agreement and within thirty (30) days of payment to a contractor or consultant, invoice the State for reimbursement of eligible, incurred costs by the County and provide all necessary backup documentation with said invoice up to an amount of Federal Aid received for this Project and currently estimated at \$62,036.00 for design and \$437,448.00 for construction, not to exceed the Federal Aid capped at \$499,484.00. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement, whether covered by Federal funding or not.

d. Prior to advertising the Project, and per FHWA's conditions, provide the State design plans, specifications (PS&E's) and other such documents and services required for the construction bidding and construction of the Project and incorporate or resolve State review comments as appropriate.

e. Upon approval by FHWA, and with the aid and consent of the State and FHWA, the County shall proceed to advertise using Arizona Procurement Procedures, and receive and open bids subject to the concurrence of the FHWA and the State and enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Under direct supervision of a registered engineer, administer contract(s) for the Project and make all payments to the consultant(s) and contractor(s). Agree the Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions and Standard Specifications.

f. Copy ADOT's Transportation Enhancements Section on any addendums issued during bidding and change orders issued during construction. Addendums and change orders unrelated to the Transportation Enhancement Project and adding new work that is beyond the originally-approved Project scope requiring amendments to clearances (utility, right-of-way, or environmental) are subject to prior ADOT/FHWA approval.

g. Coordinate with the Contractor for collecting federal labor compliance documentation (including, but not limited to, DBE, EEO, Davis-Bacon, and OJT as applicable) and compliance with the Buy America Act. Ensure that documentation is being appropriately collected in accordance with the Federal Aid process and recorded and filed for potential auditing purposes. Ensure that the Contractor posts the required federal posters and performs DBE compliance reporting to ADOT's Civil Rights Office.

h. Upon completion of Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide perpetual and proper maintenance and emergency repairs, including, but not limited to, keeping the sidewalk surface and surrounding areas free of all debris and doing any repairs that might be necessary to keep the sidewalks, safety railing and retaining wall compliant with the Americans with Disabilities Act Accessibility Guidelines.

- i. Upon completion of construction, the County shall also provide for, at its own cost, perpetual and proper maintenance of all drainage improvements.
- j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the County.
- k. Provide a letter from its project manager or other responsible engineering official, along with the final billing, that the work on the Project is complete and has been considered acceptable, and the Federal project is ready to be closed. Accept and maintain full responsibility of Project improvements.
- l. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to the Arizona Department of Transportation Enhancement Section.
- m. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance and indemnification shall survive any termination of this Agreement. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.
2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. The County shall require its contractors to name the State as an additional insured in the contractor's insurance policies. The County shall also require its contractors to name the State as an additional indemnitee in the County contracts with its contractors. It is understood and agreed that the State's participation is confined to securing federal aid on behalf of the County and requirements contained in this Agreement; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.
3. The cost of design, construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
5. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).
6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.
8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
10. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:
- | | |
|--|--|
| Arizona Department of Transportation
Joint Project Administration (JPA)
205 S. 17 th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax | Gila County
Attn: Public Works Director
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231 x8899
(928) 425-8104 Fax |
| ADOT Transportation Enhancement & Scenic
Roads Section
1615 W. Jackson St. MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 Fax | Gila County Finance Department
Attn: Finance Director
(928) 425-3231 x8743 |
12. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:
- a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the County may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. The County and ADOT warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

By Michael A. Pastor
MICHAEL A. PASTOR
Chairman, Board of Supervisors

STATE OF ARIZONA

Department of Transportation

By Sam Maroufkhani
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By Marian Sheppard
MARIAN SHEPPARD
Chief Deputy Clerk

Initial Draft 12/3/10 ghc
Internal Review 12/8/10
Draft 2 1/7/11 ghc (changes after County review)
AG approved 1/26/11

ATTORNEY APPROVAL FORM FOR GILA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement between public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 5th day of April, 2011.



BRYAN CHAMBERS

Chief Deputy County Attorney



RESOLUTION NO. 11-04-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (AG CONTRACT NO. P0012011 000387) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF PEDESTRIAN SIDEWALKS ALONG SIX SHOOTER CANYON ROAD IN GLOBE.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of pedestrian sidewalks along Six Shooter Canyon Road in Globe; and

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (AG Contract No. P0012011 000387) between Gila County and the State of Arizona, Department of Transportation, for the construction of pedestrian sidewalks along Six Shooter Canyon Road in Globe, beginning at Remington Road and running north to Cherokee Road.

PASSED AND ADOPTED this 5th day of April 2011, at Globe, Gila County, Arizona.

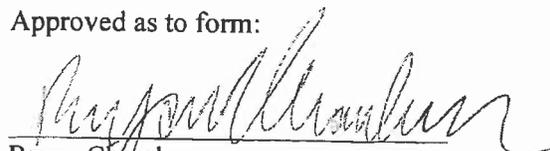
Attest:


Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS


Michael A. Pastor, Chairman

Approved as to form:


Bryan Chambers
Chief Deputy County Attorney



THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012011000387 (IGA/JPA 10- 230-I), an Agreement between public agencies, i.e., The State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 26, 2011

THOMAS C. HORNE
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ln:#1793405
Attachment



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2603

Regular Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey
Hessenius,
Finance Director

Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates 08-05-14 to Grant?: No

Begin & End: 12-02-14

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise for Invitation for Bid No. 060314-1 Milling of Asphalt for Gisela Road Project.

Background Information

To save time for other maintenance projects in the County this year, the Public Works Department is hiring a contractor to mill the existing asphalt on the Gisela Road. The road is in bad repair and needs a double chip seal.

Evaluation

The contractor will save the County time on this project by milling up the old asphalt, which can then be used to mix with the other millings being hauled in from the Payson Event Center site to make a good base for the double chip seal.

Conclusion

Having portions of this chip seal project contracted out will save the County valuable time in the overall maintenance schedule for FY 2015.

Recommendation

The Public Works Director recommends the Board of Supervisors' authorization to advertise Invitation for Bid No. 060314-1 for the milling of asphalt for the Gisela Road Project.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 060314-1 for the milling of asphalt for the Gisela Road Project.

(Jeff Hessenius/Steve Stratton)

Attachments

Request to Advertise

Solicitation

Invitation for Bid No. 060314-1 Milling of Asphalt for Gisela Road Project



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

1400 East Ash Street
Globe, Arizona
85501

**BID NUMBER
060314-1**

BID DUE DATE: July 16, 2014

TIME: 3:00 P.M./M.S.T.

DESCRIPTION: Asphalt Millings

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

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

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 13, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: July 02, 2014 and July 09, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 120 days from date of award
Phone Number: 928-402-8612

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

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

**GILA COUNTY
NOTICE OF INVITATION FOR BID**



**INVITATION FOR BID NUMBER
060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	3
Section 3: Special Terms & Conditions.....	8
Section 4: Instructions to Submitters.....	13
Contract Forms:.....	Attachments "A thru L"
Maps.....	



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

1400 East Ash Street
Globe, Arizona
85501

**BID NUMBER
060314-1**

BID DUE DATE: July 16, 2014

TIME: 3:00 P.M./M.S.T.

DESCRIPTION: Asphalt Millings

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

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

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 13, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: July 02, 2014 and July 09, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 120 days from date of award
Phone Number: 928-402-8612

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

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**SECTION 1**
SPECIFICATIONS1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the milling of 1.8 miles of roadway.

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Specifications

- a. Contractor to provide milling machine and crew support to mill 1.8 miles of roadway from the intersection of FR 417 and FR 184. See map. The jobsite is Forest Road 417 off Road 87, Mile Post 239.5. The roadway is cold mix average of 3" in depth and 24 feet wide.
- b. A staging yard for security of equipment is not available. Contractor is responsible for the safety of his equipment.
- c. Gila County will provide Traffic Control and water trucks and water for milling machine.
- d. Work hours will be Monday through Thursday, excluding State holidays. Work hours will be 7:00 A.M. to 3:30 P.M., with the first load on the job site by 7:00 A.M. and the last load on the job site by 3:30 P.M.

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County.

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**SECTION 2**
GENERAL TERMS AND CONDITIONS**Award Contract**

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

Protests

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

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Clerk of the Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Qualification and Certification Form.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

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

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**Contract Default**

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

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

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

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the services requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and will require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

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

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

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

General

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**SECTION 3**
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of 120 days from date of award unless terminated, canceled or extended as otherwise provided herein.
2. Changes
The County reserves the right to revise the schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
3. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
4. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within fifteen (15) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the fifteen (15) day payment period.

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**5. Quantities**

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

6. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

7. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

8. Delivery

The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

10. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

11. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

12. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

13. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

14. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

15. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Finance Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT**SECTION 4**
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

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

Bid Proposal Guaranty

Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials Bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. ***NOTE: The Performance and Labor and Materials Bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "1". Failure to indicate receipt of addenda in the above manner may result in a Bid being rejected as non-responsive.

Inquiries

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

- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that Two (2) Original and One (1) copy (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment, vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Gila County

1400 E. Ash Street
Globe, Arizona 85501

(928) 425-3231

BID NO. 060314-1
MILLING OF ASPHALT FOR GISELA ROAD PROJECT

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I". All addendum(s) received concerning the solicitation must be acknowledged on this form.

Surety Bond

Provide a Surety Bond (Bid Bond) for ten percent (10%) of the amount of total bid on Attachment "J".

Statutory Performance Bond

Provide a Performance Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "K". . ***NOTE: The Performance and Labor and Materials Bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Statutory Labor and Materials Bond

Provide a Payment Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "L". . ***NOTE: The Performance and Labor and Materials Bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Bid Submission

- Offers shall be submitted in a sealed envelope and a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "MILLING OF ASPHALT FOR GISELA ROAD PROJECT", BID NO, "060314-1", DATE "JULY 16, 2014", and TIME "3:00 P.M./M.S.T." of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"
OFFER AND CONTRACT AWARD PAGE

To Gila County

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

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

Contract Number: 060314-1 MILLING OF ASPHALT FOR GISELA ROAD PROJECT

Contractor Submitting Proposal:

For Clarification of this offer, contact:

Company Name

Name: _____

Address

Phone No.: _____

Fax No.: _____

City

State

Zip

Email: _____

Signature of Authorized Representative

Printed Name

Title

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

Offer Page continued....

The offer is hereby accepted.

The Contractor _____ is now bound to provide the materials or services listed in IFB Number 060314-1, including all terms and conditions, specifications, amendments, etc. and the Contractors Offer as accepted by County/public entity.

The Contractor holds Arizona State Transaction Privilege Tax License Number: _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2014

Michael A. Pastor, Chairman of the Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"
QUALIFICATION AND CERTIFICATION FORMS

Exhibit "B" Suppliers Qualifications and Reference List

Purpose

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

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

IFB Number 060314-1 Milling of Asphalt for Gisela Road Project

The applicant submitting this Proposal warrants the following:

A. Name, Address, and Telephone Number of Principal Contractor:

B. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

C. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

D. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

E. Contractor must also provide at least the following information:

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.

- e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.
- f. Gila County reserves the right to request additional information.

F. **Contractor Experience Modifier (e-mod) Rating:** _____

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

G. **Current Arizona Contractor License Number:** _____

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "C"
PRICE SHEET

Invitation for Bid No. 060314-1 Milling of Asphalt for Gisela Road Project

ITEM NO.	QTY/UNIT	DESCRIPTION	UNIT PRICE
1.	SF	Asphalt Milling	\$
2.	LS	Mobilization/Demobilization	\$

ATTACHMENT "D"
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractors under consideration for final award.

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

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
----------------------------------	------------------	------------------------

Signature of Authorized Representative

Printed Name

Title

Form **W-9**
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] []	- [] [] - [] [] [] []
Employer identification number	
[] [] [] []	- [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT "F"
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

_____)
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____)
(Title)

Of _____) and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on IFB No. 060314-1 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____)

_____)
(Name of Business)

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

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2014.

_____ My Commission expires: _____
Notary Public

ATTACHMENT "G"
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for Bid No. 060314-1, Milling of Asphalt for Gisela Road Project**, my intention concerning subcontracting a portion of the work is as indicated below.

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

YES, it is my intention to subcontract a portion of the work.

NO, it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

Date

ATTACHMENT "H"
LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"
CONTRACTORS CHECKLIST AND ADDENDA ACKNOWLEDGMENT

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

CHECKLIST

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED/EXECUTED</u>
OFFER AND CONTRACT AWARD PAGE	_____
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
W-9	_____
AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
AZ WORKERS ACT COMPLIANCE	_____
SUPPLIERS CHECKLIST/ADDENDA ACKNOWLEDGMENT	_____
SURETY BOND	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2014.

 CONTRACTOR:

 BY:

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Provide: **Milling of Asphalt for Gisela Road Project, IFB No. 060314-1.** All proposals shall be filed at **Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501**, on or before **3:00 P.M./M.S.T., WEDNESDAY, JULY 16, 2014.**

ATTACHMENT "J"
SURETY BOND

GILA COUNTY
SURETY (BID) BOND

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

MILLING OF ASPHALT FOR GISELA ROAD PROJECT

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 2014

My commission expires: _____

Notary Public

ATTACHMENT "K"
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MILLING OF ASPHALT FOR GISELA ROAD PROJECT** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

By:

Surety Seal

By:

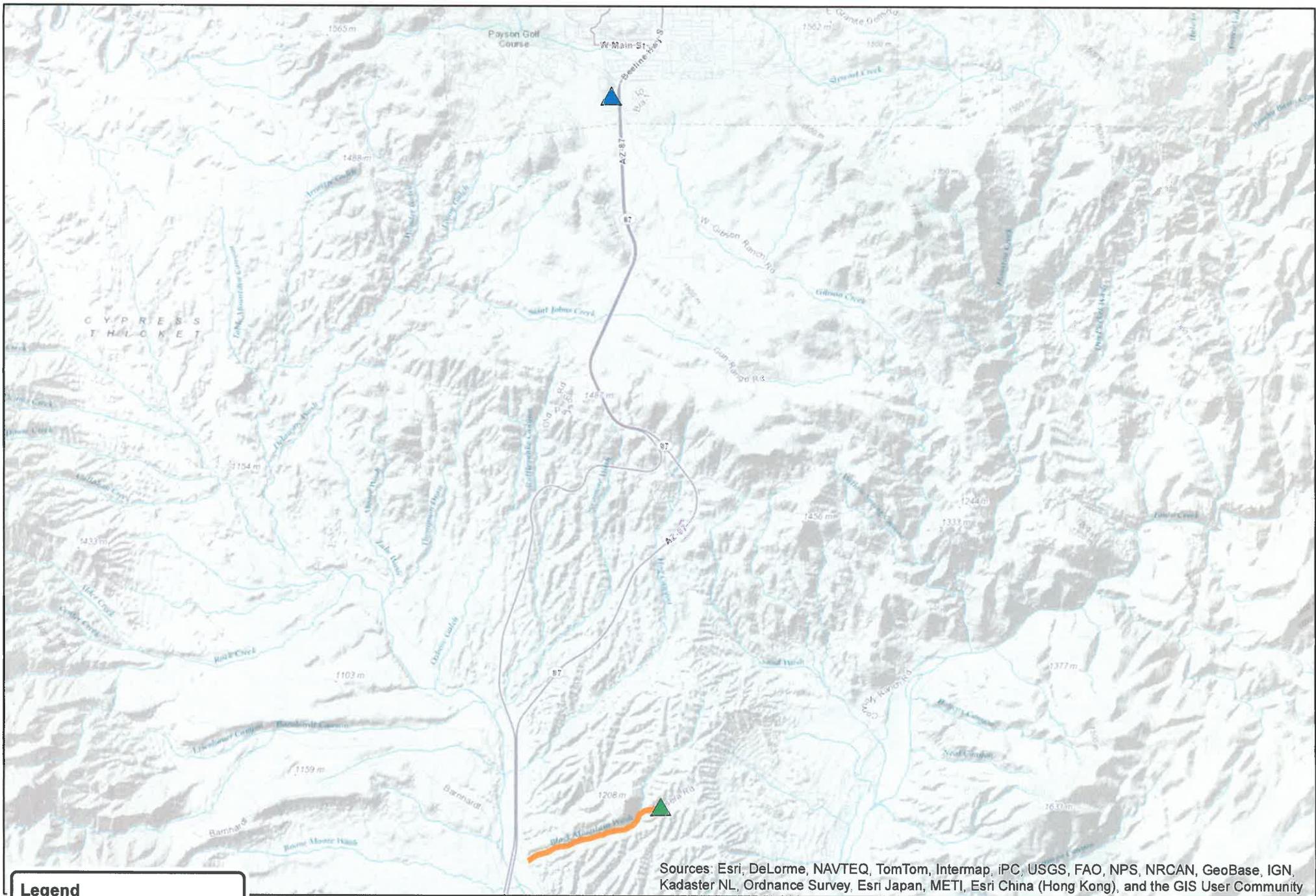
Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, iPC, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

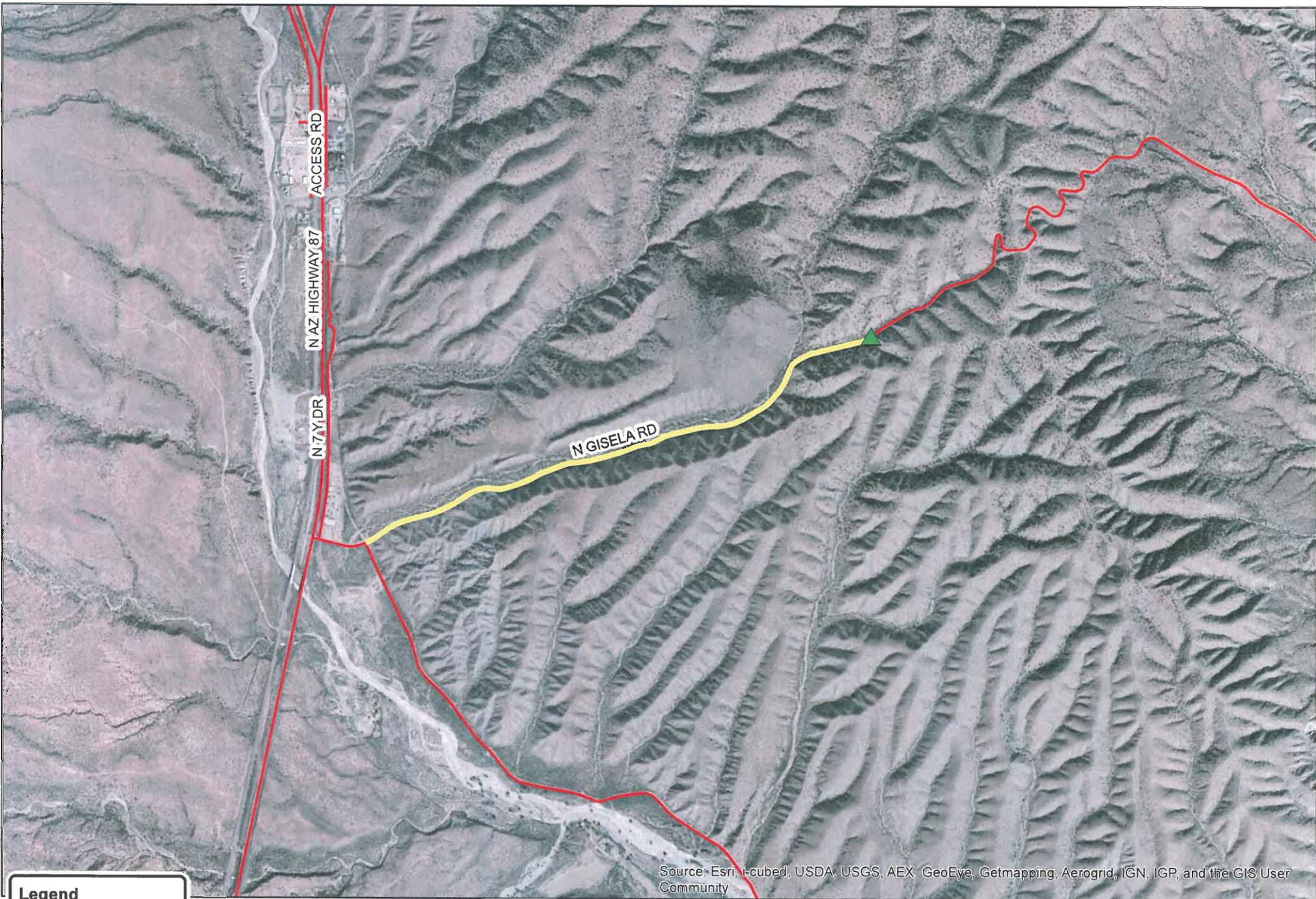
Legend

-  Gisela Rd Cattleguard
-  Material Pile @ Rodeo Grounds
-  Milling Area

Gisela Rd Project

Overview





Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Legend

-  Cattleguard @ 1.8 mi
-  Milling Area
-  Centerline

Gisela Road (FS 417)
 Cattleguard @ 1.8mi East of FS 184 intersection



ARF-2587

Regular Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey Hessenius,
Finance Director
Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Division

Department: Finance Division

Fiscal Year: 2014/2015 Budgeted?: Yes

Contract Dates 08-05-14 to Grant?: No

Begin & End: 12-02-14

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bid No. 060214 for Hauling of Asphalt Millings to Forest Road 417-Gisela Road.

Background Information

Gisela Road is in need of some major maintenance. In order to complete the schedule of maintenance this year, the County is contracting out this portion of the project to haul millings from the Payson Event Center to the Gisela Road project.

Evaluation

The millings are being stored at the Payson Event Center. Gila County has been given approval to use them on the Gisela Road project. The contractor will haul the millings from the Payson Event Center to the Gisela Road project to be used in the County's double chip seal.

Conclusion

To accomplish more maintenance this year throughout the County, the Public Works Department will hire a contractor to haul the asphalt millings to the Gisela Road project.

Recommendation

Public Works is requesting the advertisement of Bid No. 060214 for the truck haul of asphalt millings to Forest Road 417-Gisela Road.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 060214 for the truck haul of asphalt millings to Forest Road 417-Gisela Road. **(Jeff H Hessenius/Steve Stratton)**

Attachments

Request to Advertise

Solicitation

Invitation for Bid 060214 Hauling of Asphalt Millings to Forest Service Road 417-Gisela Road



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

1400 East Ash Street
Globe, Arizona
85501

**BID NUMBER
060214**

BID DUE DATE: July 16, 2014

TIME: 3:00 P.M./M.S.T.

DESCRIPTION: Asphalt Millings Hauling

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

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

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: July 02, 2014 and July 09, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 120 days from date of award
Phone Number: 928-402-8612

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

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

GILA COUNTY
NOTICE OF INVITATION FOR BID



INVITATION FOR BID NUMBER
060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417
GISELA ROAD

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions.....	4
Section 3: Special Terms & Conditions.....	9
Section 4: Instructions to Submitters.....	14
Contract Forms:.....	Attachments "A thru L"
Maps.....	



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

1400 East Ash Street
Globe, Arizona
85501

**BID NUMBER
060214**

BID DUE DATE: July 16, 2014

TIME: 3:00 P.M./M.S.T.

DESCRIPTION: Asphalt Millings Hauling

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

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

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: July 02, 2014 and July 09, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 120 days from date of award
Phone Number: 928-402-8612

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

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD**SECTION 1**
SPECIFICATIONS**1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the delivery of asphalt millings only, from specified Stockpile to the Forest Road 417 job site. **Bid prices should reflect hauling only. Asphalt Millings material cost shall not be included.**

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Specifications

- a) Provide prices, per load, to transport approximately 5,000 tons of asphalt millings material from Payson Rodeo Grounds Stockpile located at 1400 S. Beeline Road to the project site on FR 417, approximately 11.20 miles south on Hwy 87 from the intersection at Payson Rodeo Grounds. Job starts at the intersection of FR 417 and FR 184, from this point project is 1.8 miles long. See map.
- b) Bids shall be based on an average load of a minimum twenty-two (22) tons capacity belly dumps. The project does not have weight scales. Bids shall be by the load.
- c) From the Payson Rodeo Grounds to the end of the job site is 13 miles, one way. Directions to the job site from Payson Rodeo Grounds at 1400 S. Beeline Hwy are: go South on Hwy 87 toward Rye Arizona. At the junction of Road 87 and FR 417, turn east; on FR 417 go .10 miles to junction of 417 and 184, which is the beginning point of project.
- d) Gila County Road Department is responsible for loading out of the Payson Rodeo Grounds Stockpile.
- e) Gila County will be responsible for loading material at the Payson Rodeo Grounds Stockpile, processing and laying material on the roadway at the job site, and all signage and traffic control. Gila County may also assist in hauling material.
- f) Work hours will be Monday through Thursday, excluding State holidays. Work hours will be 7:00 A.M. to 3:30 P.M., with the first load on the job site by 7:00 A.M. and the last load on the job site by 3:30 P.M.
- g) Contractor is required to run a minimum of Five (5) trucks from the Payson Rodeo Stockpile to the job site daily, with a minimum haul of 500 tons to the job site daily. The Project Manager will adjust the number of tonnage per day, on a weekly basis.

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County.

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD**SECTION 2**
GENERAL TERMS AND CONDITIONS**Award Contract**

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

Protests

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

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Clerk of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Qualification and Certification Form.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

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

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD**Contract Default**

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

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

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

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the services requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and will require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

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

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

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

General

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD**SECTION 3**
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of 120 days from date of award unless terminated, canceled or extended as otherwise provided herein.
2. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
3. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
4. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within fifteen (15) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the fifteen (15) day payment period.

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD**5. Quantities**

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

6. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

7. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

8. Delivery

The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

10. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

11. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

12. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

13. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

14. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

15. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Finance Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD**SECTION 4**
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

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

Bid Proposal Guaranty

Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials Bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. ***NOTE: The Performance and Labor and Materials Bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I". Failure to indicate receipt of addenda in the above manner may result in a Bid being rejected as non-responsive.

Inquiries

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

- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that Two (2) Original and One (1) copy (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment, vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Gila County

1400 E. Ash Street
Globe, Arizona 85501

(928) 425-3231

BID NO. 060214
HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I". All addendum(s) received concerning the solicitation must be acknowledged on this form.

Surety Bond

Provide a Surety Bond (Bid Bond) for ten percent (10%) of the amount of total bid on Attachment "J".

Statutory Performance Bond

Provide a Performance Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "K". . ***NOTE: The Performance and Labor and Materials Bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Statutory Labor and Materials Bond

Provide a Payment Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "L". . ***NOTE: The Performance and Labor and Materials Bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Bid Submission

- Offers shall be submitted in a sealed envelope and a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD", BID NO, "060214", DATE "JULY 16, 2014", and TIME "3:00 P.M./M.S.T." of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"
OFFER AND CONTRACT AWARD PAGE

To Gila County

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

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

Contract Number: 060214 HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD

Contractor Submitting Proposal:

For Clarification of this offer, contact:

Company Name

Name: _____

Phone No.: _____

Address

Fax No.: _____

Email: _____

City

State

Zip

Signature of Authorized Representative

Printed Name

Title

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

Offer Page continued....

The offer is hereby accepted.

The Contractor _____ is now bound to provide the materials or services listed in IFB Number 060214, including all terms and conditions, specifications, amendments, etc. and the Contractors Offer as accepted by County/public entity.

The Contractor holds Arizona State Transaction Privilege Tax License Number: _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2014

Michael A. Pastor, Chairman of the Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"
QUALIFICATION AND CERTIFICATION FORMS

Exhibit "B" Suppliers Qualifications and Reference List

Purpose

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

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

IFB Number 060214 Hauling of Asphalt Millings to Forest Road 417-Gisela Road

The applicant submitting this Proposal warrants the following:

A. Name, Address, and Telephone Number of Principal Contractor:

- B. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
- C. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
- D. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
- E. Contractor must also provide at least the following information:
- a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

F. **Contractor Experience Modifier (e-mod) Rating:** _____

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

G. **Current Arizona Contractor License Number:** _____

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "C"
PRICE SHEET

ITEM NO.	QTY/UNIT	DESCRIPTION	UNIT PRICE	PIT LOCATION
01.	LOAD	Asphalt Milling	\$ _____	<u>Payson Rodeo Grounds</u>

ATTACHMENT "D"
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractors under consideration for final award.

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

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
----------------------------------	------------------	------------------------

Signature of Authorized Representative

Printed Name

Title

Form **W-9**
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)									
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; background-color: #f2f2f2;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; background-color: #f2f2f2;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] [] [] [] [] [] []</td> <td></td> </tr> </table>	Social security number		[] [] [] - [] [] - [] [] [] []		Employer identification number		[] [] [] - [] [] [] [] [] [] [] []	
Social security number									
[] [] [] - [] [] - [] [] [] []									
Employer identification number									
[] [] [] - [] [] [] [] [] [] [] []									

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT "G"
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for Bid No. 060214, Hauling of Asphalt Millings to Forest Road 417-Gisela Road**, my intention concerning subcontracting a portion of the work is as indicated below.

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

YES, it is my intention to subcontract a portion of the work.

NO, it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

Date

ATTACHMENT "H"
LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"
CONTRACTORS CHECKLIST AND ADDENDA ACKNOWLEDGMENT

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

CHECKLIST

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED/EXECUTED</u>
OFFER AND CONTRACT AWARD PAGE	_____
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
W-9	_____
AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
AZ WORKERS ACT COMPLIANCE	_____
SUPPLIERS CHECKLIST/ADDENDA ACKNOWLEDGMENT	_____
SURETY BOND	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2014.

 CONTRACTOR:

 BY:

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Provide: **Hauling of Asphalt Millings to Forest Road 417-Gisela Road, IFB No. 060214.** All proposals shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before **3:00 P.M./M.S.T., WEDNESDAY, JULY 16, 2014.**

ATTACHMENT "J"
SURETY BOND

GILA COUNTY
SURETY (BID) BOND

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 2014

My commission expires: _____

Notary Public

ATTACHMENT "K"
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal By: _____

Surety Seal By: _____

Agency of Record Agency Address

Arizona Countersignature

Address

Phone Number

ATTACHMENT "L"
PAYMENT BOND

STATUTORY LABOR AND MATERIALS BOND
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **HAULING OF ASPHALT MILLINGS TO FOREST ROAD 417-GISELA ROAD** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

Principal Seal By: _____

Surety Seal By: _____

Agency of Record Agency Address _____

Arizona Countersignature

Address

Phone Number



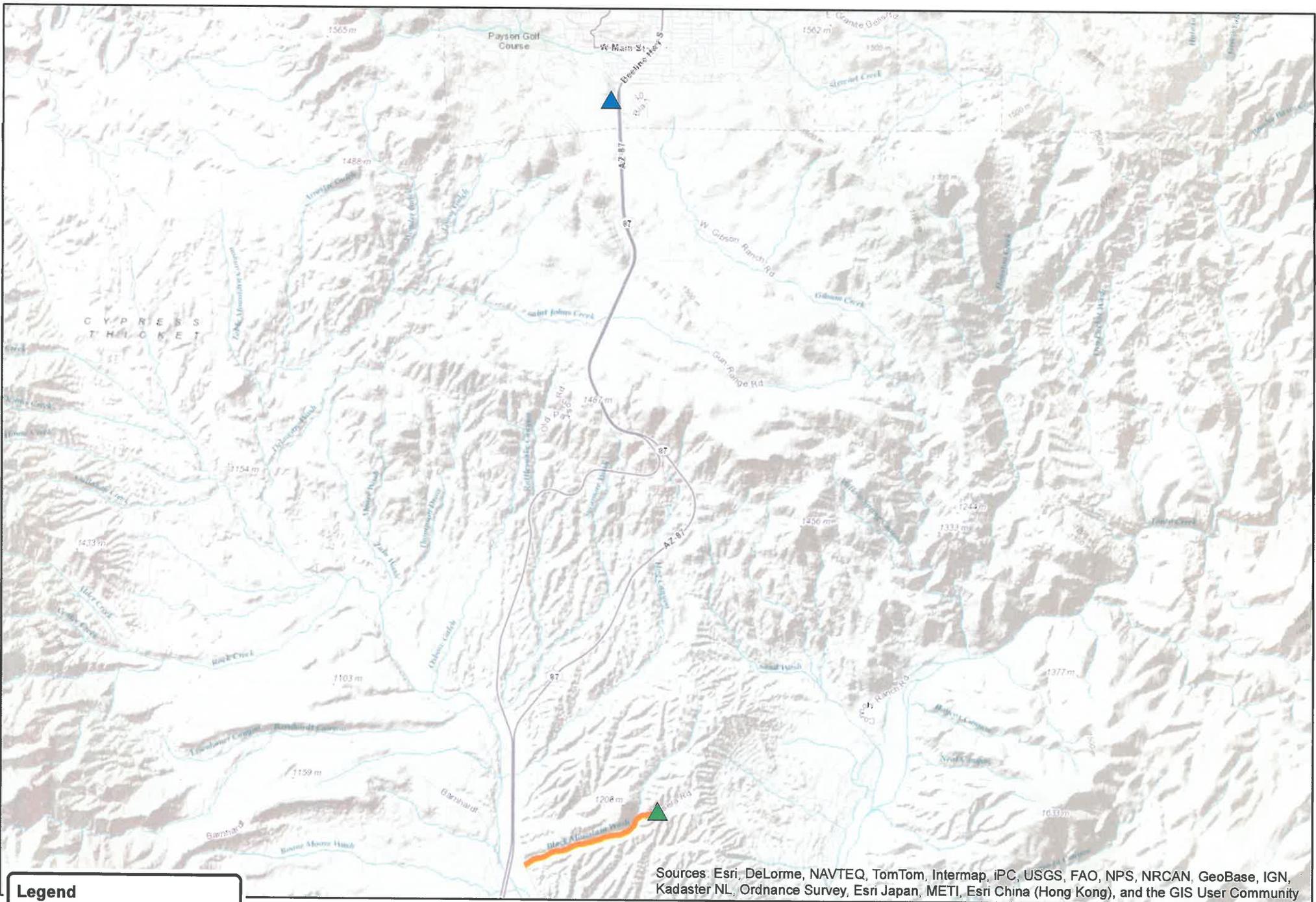
Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Legend

 Material Pile

Payson Rodeo Grounds
1400 S. Beeline Hwy





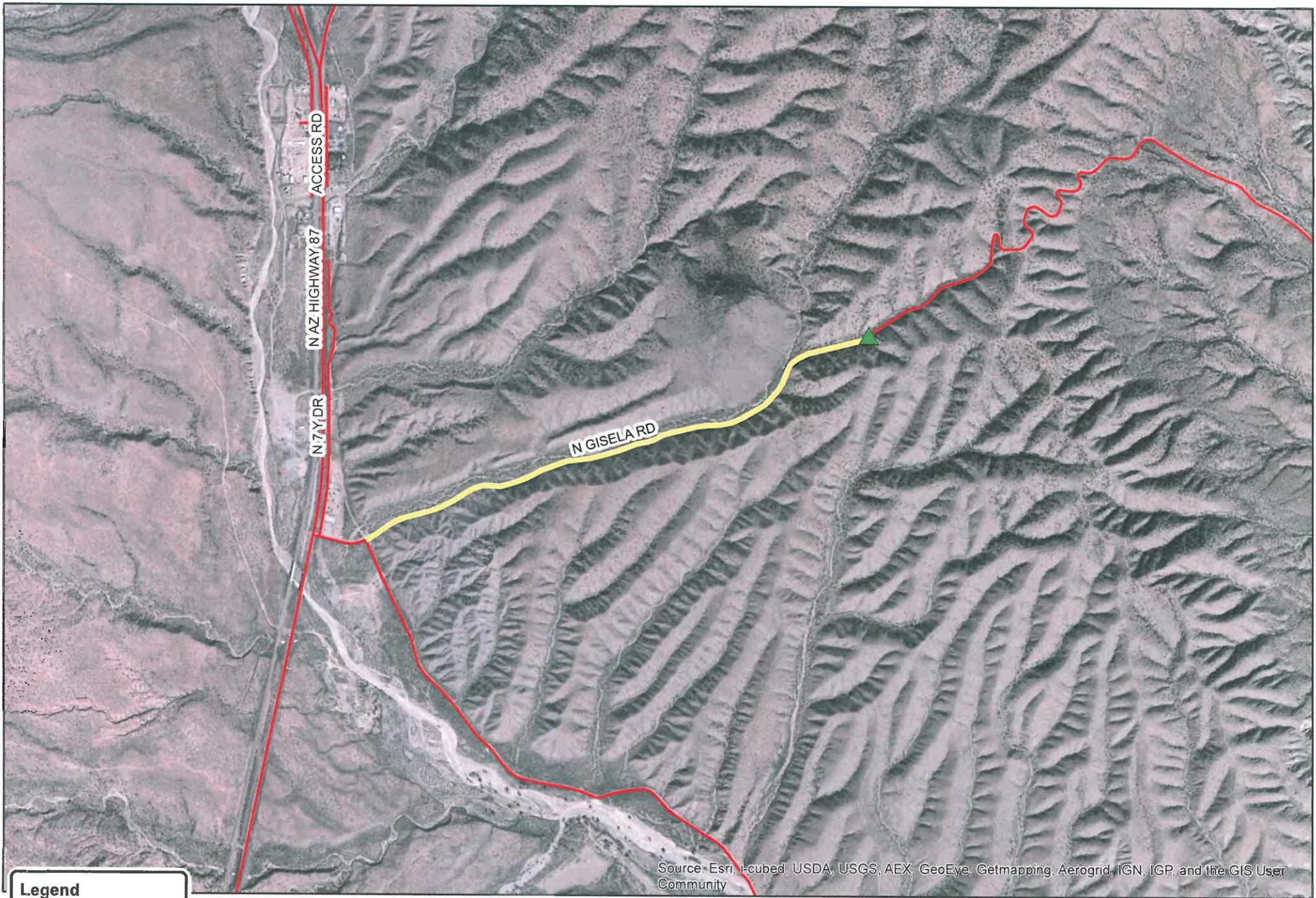
Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, iPC, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

Legend

-  Gisela Rd Cattleguard
-  Material Pile @ Rodeo Grounds
-  Milling Area

Gisela Rd Project Overview





Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Legend

-  Cattleguard @ 1.8 mi
-  Milling Area
-  Centerline

Gisela Road (FS 417)

Cattleguard @ 1.8mi East of FS 184 intersection



ARF-2590

Regular Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015 Budgeted?: Yes

Contract Dates 8-05-14 to Grant?: No

Begin & End: 3-04-15

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bid No. 060314 for MC-800TR Chip Seal Oil.

Background Information

The current contract for MC-800TR chip seal oil for road repair and maintenance expired on April 5, 2014.

Evaluation

The Consolidated Roads Department requires MC-800TR chip seal oil in order to maintain roads in Gila County. The request to advertise will allow the Roads Department the ability to contract a supplier to provide the MC-800TR chip seal oil.

Conclusion

Invitation for Bid No. 060314 will allow suppliers the opportunity to provide the County with a proposal in order to supply MC-800TR chip seal oil for road maintenance and repair.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the request to advertise Invitation for Bid No. 060314 for MC-800TR chip seal oil.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 060314 for MC-800TR chip seal oil for Gila County repair and maintenance. **(Jeff Hesseniuss/Steve Stratton)**

Attachments

Request to Advertise

Solicitation

Invitation for Bid No. 060314 for MC-800TR Chip Seal Oil



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

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER

060314

BID DUE DATE: July 16, 2014

TIME: 3:00 P.M./M.S.T.

DESCRIPTION: MC-800TR CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: July 02, 2014 and July 09, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Seven months with two one year renewal options
Phone Number: 928-402-8612

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

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



SOLICITATION NUMBER

060314

MC-800TR CHIP SEAL OIL

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters.....	16
Contract Forms:.....	Attachments "A-I"



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

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER

060314

BID DUE DATE: July 16, 2014

TIME: 3:00 P.M./M.S.T.

DESCRIPTION: MC-800TR CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: July 02, 2014 and July 09, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Seven months with two one year renewal options
Phone Number: 928-402-8612

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

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**SECTION 1**
SPECIFICATIONS1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of MC-800TR Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in accordance with the specifications and general requirements identified below.

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Product Specifications

MC-800TR Modified Medium Cure Cutback Specifications			
Property	Test Procedures	Minimum	Maximum
Whole Ground Tire Rubber Content %		9.0	
Kinematic Viscosity @ 60° C (140F), Centistokes	ASTM D 2170	800	160
COC Flash Point, °F	ASTM D 92	150	
Water, Vol %	ASTM D 95		.20
Distillation Test:	ASTM D 402		
225°C (437°F)		0	0
260°C (500°F)		0	35
316°C (600°F)		45	80
Residue from Distillation, Vol %		75	
Tests on Residue from Distillation:			
Viscosity @ 60°C (140°F), poises	ASTM D 2171	300	1200
Ductility @ 25°C (77°F), cm	ASTM D 13	100	
Solubility in TCE, wt %	ASTM D 2042	97.0	

If the Penetration of residue is more than 200 and the Ductility at 77° is less than 100 cm, the material is acceptable if its Ductility at 60° is more than 100cm.

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602) 712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602) 712-7498.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**SECTION 2**
GENERAL TERMS AND CONDITIONS**Award Contract**

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

Protests

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

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Clerk of the Board, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Qualification and Certification Form.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

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

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**Contract Default**

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

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

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

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

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

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

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

General

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil**SECTION 3**
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.
2. Contract Extension
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

6. Prompt Payment Discount

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction

A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil

the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the MC-800TR Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

16. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

17. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

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

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**SOLICITATION NO. 060314
MC-800TR Chip Seal Oil****SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete three (3) sets of the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquiries

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and Two (2) copies (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.

 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

SOLICITATION NO. 060314
MC-800TR Chip Seal Oil

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

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor. The words "INVITATION FOR BID" with BID TITLE "MC-800TR CHIP SEAL OIL", BID NO, "060314", DATE "July 16, 2014", and TIME "3:00 PM" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD



Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
John D. Marcanti, District III

SOLICITATION NO. 063014

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: _____

Federal Employer Identification

No.: _____

For clarification of this offer, contact:

Printed Name

Email Address

Offeror's (Company) Name

Company Email Address

Address

Signature of Person Authorized to Sign Offer

City State Zip

Printed Name Date

Phone

Title

Facsimile

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 060314

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors Date

ATTEST:

Marian Sheppard, Clerk of the Board Date

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal Date
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

Purpose

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

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

MC-800TR CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

5. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

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

6. **Current Arizona Contractor License Number:** _____
(If Applicable)

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

2. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

3. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

Company Name

Signature of Authorized Representative

Title

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		

Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Affiant)

the _____
(Title)

of _____ and
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

(Title)

Subscribed and sworn before me this
_____ Day of _____, 20____

Signature of Notary Public in and for

the County of _____

State of _____

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

At the time of submission of bids for Invitation for Bid No. 060314 MC-800TR Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

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

Name of Firm

By: (Signature)

Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 060314

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.

Gila 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."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 060314

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)	_____
Qualification & Certification Form (attachment B)	_____
Price Sheet (attachment C)	_____
References (attachment D)	_____
IRS W-9 Form (attachment E)	_____
Non-Collusion Affidavit (attachment F)	_____
Intentions Concerning Subcontractors (attachment G)	_____
Legal Arizona Works Act Compliance (attachment H)	_____
Checklist and Addenda Acknowledgement (attachment I)	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2014

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 060314 MC-800TR Chip Seal Oil. All bids shall be filed with the Gila County Finance Department at 1400 E. Ash St., Globe, AZ on or before July 16, 2014, 3:00 PM MST.

ARF-2560

Regular Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey
Hessenius,
Finance
Director

Submitted By:
Dana Sgroi, Contracts Support
Specialist, Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015 Budgeted?: Yes

Contract Dates 8-18-2014 to Grant?: No

Begin & End: 8-17-2015

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise for Request for Proposals No. 042314 for Janitorial Services in Northern Gila County.

Background Information

In the past, Gila County has hired a contractor to perform the evening custodial duties, five nights a week, for various locations in northern Gila County. The previous contract was issued on May 3, 2011, for a period of one year from the date of approval by the Board of Supervisors with the option to renew for two (2) additional one- (1) year periods. The final one-year extension to the contract expired on May 3, 2014.

Evaluation

The advertisement of Request for Proposals (RFP) No. 042314 will allow contractors the opportunity to submit proposals for Gila County's consideration for the janitorial services at various locations in northern Gila County.

Locations to be serviced are: Payson Courthouse - 714 S. Beeline Highway, Payson, AZ

Action/Co-op Extension offices - Health/Rabies/Environmental and Community
107 W. Frontier Street, Payson, AZ
Admin Building - 608 & 610 E. Highway 260,
Payson, AZ

Assessor and Recorder's offices - 201 W. Frontier
Street, Payson, AZ

Sheriff's Office, Jail Admin and JP Court - 108 W.
Main Street, Payson, AZ

Conclusion

The advertisement of Request for Proposals No. 042314 will result in the possible hiring of a contractor to provide janitorial services, five nights a week, to various County facilities in northern Gila County.

RFP No. 042314 will be advertised in the July 2, 2014, and July 9, 2014 editions of the Arizona Silver Belt. Proposals will be due on July 23, 2014, by 3:00 P.M./M.S.T. with an award date of August 18, 2014.

Recommendation

The Facilities Management Department recommends that the Board of Supervisors approve the advertisement of Request for Proposals No. 042314, for Janitorial Services for northern Gila County.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 042314 for janitorial services for northern Gila County, which includes but is not limited to: the Payson Administration Building; the Gila County Court Complex in Payson; the Health/Rabies/Environmental office; the Community Action and Co-op Extension offices; the Assessor's and Recorder's Offices; and the Payson Sheriff's Office/Jail Administration Building and Justice of the Peace Court. **(Jeff Hassenius/Steve Stratton)**

Attachments

Request to Advertise

Solicitation

Request for Proposals No. 042314 for Janitorial Services in Northern Gila County



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 042314
JANITORIAL SERVICE FOR NORTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Northern Gila County.

SUBMITTAL DUE DATE: **July 23, 2014 3:00 PM**

RETURN PROPOSAL TO: **Gila County Procurement
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501**

MANDATORY PRE-BID MEETING: **Wednesday, July 16, 2014 10:00 AM
Gila County Payson Administration Building
610 E. Highway 260
Payson, AZ
Meeting will begin at Administration Building and continue to
locations provided in complete RFP packet.**

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612, or by clicking on the link to the County website: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

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

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

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

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

Arizona Silver Belt advertisement dates: **July 2 and July 9, 2014**

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

Date: _____

Signed: _____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Date: _____

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS
042314

JANITORIAL SERVICE FOR NORTHERN GILA COUNTY

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



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

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 042314
JANITORIAL SERVICE FOR NORTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Northern Gila County.

SUBMITTAL DUE DATE: **July 23, 2014 3:00 PM**

RETURN PROPOSAL TO: **Gila County Procurement
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501**

MANDATORY PRE-BID MEETING: **Wednesday, July 16, 2014 10:00 AM**
Gila County Payson Administration Building
610 E. Highway 260
Payson, AZ
Meeting will begin at Administration Building and continue to
locations provided in complete RFP packet.

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612, or by clicking on the link to the County website: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

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

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

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

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

Arizona Silver Belt advertisement dates: **July 2 and July 9, 2014**

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

Date: _____

Signed: _____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Date: _____

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation Notice	1
Scope of Services.....	3-9
Exhibit "A"; Instructions to Bidders	10-11
General Terms and Conditions.....	12
Exhibit "B"; Contract Award Agreement.....	13-16
Exhibit "C"; Minimum Specifications/Information.....	17-18
Insurance Provisions	19-20
Required Contract Forms	21-30

SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Northern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

Building Address	Square Footage	Floors	Restrooms	Mop Closets	Storage Closets
Payson Courthouse 714 S. Beeline Highway Payson, AZ 85541	13,983	1 st 2 nd	5 2	0 0	1 0
Health, Rabies, Environmental 107 W. Frontier St. Payson, AZ 85541	4,298	1	2	0	0
Community Action/Co-op Ext 107 W. Frontier St. Payson, AZ 85541	1,100	1	1	0	0
Admin Building 608 & 610 E. Hwy 260 Payson, AZ 85541	6,500	1 Floor BOS Side Comm Dev Side	3 2	0 1	1 0
Assessor/Recorder 201 W. Frontier Street Payson, AZ 85541	1,896	1	1	0	0
Sheriff's Office 108 W. Main Street Payson, AZ 85541	*7,340	1	3 (1 with tub)	0	1
Sheriff's Office Jail Admin 108 W. Main Street Payson, AZ 85541	*Included in above	1	2	0	0
JP Court 108 W. Main Street Payson, AZ 85541	*Included in above	1	1	0	0

SCHEDULE

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, after 5:00 P.M., unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must ensure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- Job Supervisor

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date and at any time there is a change during the term of the contract.

EQUIPMENT & SUPPLIES

- County Provided Equipment

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

▪ Contractor Provided Equipment

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- Safety: For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

1. Sweeping and Dust Mopping (Uncarpeted Areas)
 - a. Vestibules, lobbies and entries
 - b. Corridors
 - c. Stairwells, stairs and landings (interior)
 - d. Elevators and elevator vestibules
 - e. Offices, Courtrooms and Conference rooms

- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.
 1. Vacuuming (Carpeted Areas)
 - a. Lobbies and entries (interior)
 - b. Stairwells, stairs and landings (interior)
 - c. Corridors
 - d. Offices, Courtroom and Conference rooms
 2. Dusting and Vacuuming (Low Cleaning-Under 6')
 - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 - b. Window sills, ledges, etc.
 - c. Vending Machines
 - d. Stairwells, stairs, landings and railings (interior)
 3. Dusting and Vacuuming (High Cleaning-Over 6')
 - a. Door casings
 - b. Partitions, wood paneling, etc.
- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.
 1. Trash Removal
 - a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
 - b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.
- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.
 1. General Washing
 - a. Clean and sanitize urinals inside and out
 - b. Clean and sanitize commodes inside and out.
 - c. Clean mirrors
 - d. Clean and sanitize miscellaneous restroom and toilet fixtures.
 - e. Clean and sanitize restroom and toilet floors.
 - f. Clean and sanitize restroom wash basin wall area and toilet wall area.
 - g. Clean and sanitize shower rooms.
 - h. Damp wipe all restroom and locker room ledges and sills.
 - i. Spot clean walls, doors and trim.
 - j. Clean and sanitize water fountains.
 - k. Windows inside and outside of building
 - l. Wash baseboards, doors, and door handles
 - m. Clean light switches

2. Washing Glass

- a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
- b. Use only soft cloths on Plexiglas.
- c. The washing shall not contaminate adjacent non-glass areas.
- d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
- e. Sill and frames shall be damp wiped.

3. Washing Except Glass

- a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
- b. Surface shall be left clean without streaks.
- c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

4. Washing in Restroom, Public and Patient Areas

- a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
- b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.
- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean both or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buffing all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- Daily
 1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
 2. Clean all entryways and walkways six feet outside of entry.
 3. Sweep or dust mop all entrances, entryways, and lobbies.
 4. Spot clean all glass and interior partitions.
 5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.
 - f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restrooms with paper towels, tissue, and soap.
 - h. Empty and remove trash.
 6. Clean elevators, door tracks, and lobbies.
 7. Remove trash from all buildings to the garbage bin.
 8. Clean all kitchens by sweeping, mopping floors and removing trash only.
 9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
 10. Vacuum all courtrooms and offices with vacuum cleaner.
- Two Times Weekly - (Minimum):
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 4. Remove all finger marks from furniture, fixtures, ledges and sills.
 5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

- Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- Carpet Cleaning Per County Request

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.

- Stripping and Waxing of Floors per County Request

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRIES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928) 402-8612, or emailed to jsgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, July 21, 2014, will not be answered.

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

INSTRUCTIONS TO BIDDERS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Amendments

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

- 1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 27.

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

Offer & Acceptance Period

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

Discussions

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

Public Record

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

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

Late Proposals

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

Submittal Proposal Format

It is required that One (1) Original and Two (2) copies (3 TOTAL) with **original signatures on all required RFP documents** be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Failure to include all required documents, all with original signatures, may invalidate the bid.**

1. By signature in the offer section of the Offer and Acceptance page 28, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

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

1. A minimum of Three (3) copies, **all with original signatures** shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Northern Gila County*", RFP No., "*042314*", Date "*July 23, 2014*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, and/or representatives, awarded this, or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 28, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Independent Contractor

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

Contract Amendments

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

Contract Default

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

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

Right to Assurance

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

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices shall be submitted monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County, unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Use of Subcontractors

The use of subcontractors is not permitted under this contract.

Termination of Contract

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

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, or employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Northern Gila County facilities.

General Purpose

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

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Evaluation of Proposal

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

- a. Cost (30%)
- b. Qualifications and Prior Experience (40%)
- c. Conformity to Submittal Requirements (10%)
- d. References (20%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE REQUIREMENTS

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, or employees and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

- a. Policy shall be endorsed to **include master key coverage.**
- b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**
- c. Policy shall be endorsed to **include coverage for "care-custody-control".**

2. **Automobile Liability**

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

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

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

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

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

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

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

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

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

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

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

- F. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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

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

Contract Number 042314 Janitorial Service for Northern Gila County

The applicant submitting this Proposal warrants the following:

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

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

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

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

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

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

Signature of Authorized Representative

Printed Name

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 042314 Janitorial Service for Northern Gila County.

Contractor Name: _____

Phone No.: _____

Location	Square Foot	Annual Cost Per Location
Payson Courthouse	13,983	\$
Health, Rabies, Environmental	4,298	\$
Community Action/Co-op Extension	1,100	\$
Administration Building	6,500	\$
Assessor/Recorder	1,896	\$
Sheriff's Office	7,340	\$
Sheriff's Office Jail Administration	Included in Sheriff's office footage	\$
Justice of the Peace Court	Included in Sheriff's office footage	\$
TOTAL ANNUAL COST FOR JANITORIAL SERVICE		\$

BILLABLE WORK: <i>(page 9)</i>	Cost Per Square Foot
Cost for Carpet Cleaning	\$
Cost for Stripping & Waxing Floors	\$

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services shall be billed monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

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

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

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

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

Company Name

Signature of Authorized Representative

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”).

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

Any breach of Contractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract.

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

Signature of Authorized Representative

Printed Name

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____
BACKGROUND AUTHORIZATION	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2014

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042314 Janitorial Service for Northern Gila County.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before July 23, 2014, 3:00 pm.

OFFER AND ACCEPTANCE

TO GILA COUNTY:

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

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

Contractor Submitting Proposal:

For Clarification of this Offer, Contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name: _____
Title: _____
Phone No.: _____
Fax: _____
Email: _____

ACCEPTANCE OF OFFER

(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 042314 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 042314.

GILA COUNTY BOARD OF SUPERVISORS

ATTEST

Awarded this _____ day of _____, 2014

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman, Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I _____ hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid No. 042314.

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

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

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

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

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

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

Please read carefully before signing.

Signed: _____

Date: _____

Date of Birth: _____

ARF-2539

Regular Agenda Item 4. M.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Steve Stratton, Submitted By:

Public Works
Division
Director

Marian Sheppard, Clerk, BOS, Clerk of
the Board of Supervisors

Department: Public Works Division

Fiscal Year: 2014 Budgeted?: No

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Acquisition of the NAPA Auto Parts Building at 110 W. Main Street in Payson, AZ.

Background Information

In 2007, Gila County began the process of developing a Long Range Facility Management Plan to accommodate County managerial needs and growth. It was determined in 2007, that the acquisition of future properties would be needed as the County Government expanded to meet the needs of the constituency.

The Board of Supervisors discussed this issue at its meeting of May 6, 2014, and, at that time, the Board voted to continue the discussion to the Board's June 24th meeting. The June 24th meeting includes an agenda item to adopt the County's Tentative Fiscal Year 2014-2015 Budget, so the Board felt it was appropriate to decide upon this proposed expense during the budget discussions.

Also, at the May 6th meeting the Board requested more information regarding all of the alternatives to address our office space needs for County operations including square footage requirements. Consultant Brevick has developed the inventory and projection of square footage requirements which will be discussed at the July 29, 2014 Board Work Session.

Evaluation

The Long Range Facility Management Plan, conducted in 2007, has recently been updated to review the condition of current existing County facilities in the Globe and Payson areas. While there has not been a drastic rise in population in Gila County in recent years, the business of providing programs and assistance that will benefit and aid the residents of Gila County is an ongoing endeavor. It takes staff and resources to apply for grants, manage resources and implement programs that will assist Gila County citizens. In particular, the facilities in the Payson area are sorely in need of expansion. Parking continues to be an ongoing problem for residents needing to access Gila County buildings. The purchase of the NAPA Auto Parts Building at 110 W. Main Street in Payson, AZ will aid in alleviating some of the space restraints Gila County is currently experiencing in Payson.

In addition, other office and court space needs must be considered on a county-wide basis.

Conclusion

Purchasing the NAPA Auto Parts Building will enable Gila County to expand the Gila County Payson complex to acquire the land for future expansion of facilities as referenced in the Amended Long Range Facilities Management Plan.

The plan which was presented at the February 25, 2014, Board of Supervisors' Work Session has been amended with the inclusion of building square footage availability and future needs for the entire county. Additional discussion and consideration should be given to the overall space needs of the County.

Recommendation

Staff recommends that the Board continue the proposal to purchase the NAPA Auto Parts building until after the Work Session of July 29th at which time you will consider the additional square footage information provided by the consultant. While purchasing the NAPA property for \$450,500 would implement some of the modifications suggested by the Long Range Facilities Management Plan and help alleviate some of the space constraints currently being experienced by the County in the Payson area, it is important to consider the county-wide space needs.

Suggested Motion

Information/Discussion/Action to continue this proposal to purchase the NAPA auto parts property at 110 W. Main Street in Payson, Arizona, in an amount not to exceed \$450,500, until after the July 29, 2014, Board of Supervisors' Work Session at which time additional information regarding the Countywide square footage needs will be presented and discussed.

(Don McDaniel/Steve Stratton)

ARF-2606

Regular Agenda Item 4. N.

Regular BOS Meeting

Meeting Date: 06/24/2014

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

Department: County Manager

Information

Request/Subject

Transportation Needs and Tax Levy Resolution No. 14-06-09

Background Information

On October 29, 2013, the Board agreed to appoint a Citizens Committee to explore the advisability of holding an election in November 2014 to get voter approval to continue the 1/2 Cent Transportation Excise Tax for an additional 20 years.

On January 7, 2014, a 16 member Citizens Committee was established by the Board. The Committee met twice and after receiving a considerable amount of information from County staff regarding the positive impact the tax has had for the last twenty years and transportation needs in the future, they unanimously agreed to call for a continuation of the tax.

On March 4, 2014, the Board of Supervisors voted to: 1) receive the Transportation Excise Tax Continuation Citizens Committee recommendation to adopt a resolution calling for a November 4, 2014, election providing funding to be used solely for highway and street purposes; 2) thank and acknowledge the following sixteen Committee members with a certificate of appreciation: Gary Andress, Don Ascoli, Robert Bleyl, Ed Carpenter, Darryl Dalley, Rex Hinshaw, Mitch Malkovich, Ronnie McDaniel, Joe Miller, Dixie Mundy, Mickie Nye, Melvin Palmer, Marie Petroff, Cliff Potts, Rick Powers and Joe Sanchez; and, 3) officially disband the Committee.

Since the Board accepted the Committee's recommendation in March, staff has been working with consultants to develop a brochure of pertinent facts and plans and to provide information to the public through community meetings and presentations to various civic and community organizations. Staff has also prepared a needs and levy resolution for Board approval.

Evaluation

Resolution No. 14-06-09 is a resolution providing funding to be used for highway and street purposes including costs of right-of-way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide moneys for said purposes.

The resolution is recommended pursuant to applicable sections of Arizona Revised Statutes Title 42, Chapter 6, Article 3, to provide funds for transportation needs of Gila County including the unincorporated areas and the incorporated cities and towns located therein. In order to adequately provide for those transportation needs for the safety of the public, and in a manner which takes into consideration the population growth of both the County and the cities and towns within the County during the twenty (20) year period this Gila County 1/2 Cent Transportation Excise Tax is in effect, it is the intention of the Gila County Board of Supervisors that the funds collected be used for any and all transportation uses authorized by statute. Currently, uses are prescribed in Arizona Revised Statutes Title 28, Chapter 17, Article 3, (Transportation Excise Tax Distribution in Less Populated Counties).

This Resolution will levy upon persons as a result of their business activities within the County, cities and towns and shall be collected by the Arizona Department of Revenue, Transportation Excise Taxes at rate equal to ten percent (10%) of the State of Arizona transaction privilege tax rates applying to engaging or continuing in the County, cities and towns in a business taxed under Arizona Revised Statutes Title 42, Chapter 5, Article 1.

Conclusion

The Citizens Committee thoroughly reviewed uses to which this tax has been put in the past 20 years and studied the future needs as set forth in the transportation plans of the County and major population centers in the County and recommended the Board call for an election to continue the tax.

The tax revenue would be collected by the State Department of Revenue and distributed to Gila County for use within the unincorporated areas of the County and to the incorporated cities and towns for use within their jurisdictions. The calculation of the amounts to be distributed shall be made on the basis that the population of each jurisdiction (Gila County, cities, towns) bears to the total population of the County.

Each respective jurisdiction shall receive a minimum of 0.85% of the total amount to be distributed. In addition, after the distribution of the minimum to each jurisdiction, the remaining amount shall be distributed to each jurisdiction in the amount to be determined by multiplying the total tax revenues remaining after the minimum distribution, by a fraction, the numerator being the population of each respective jurisdiction and denominator being the total population of Gila County including the cities and towns in the County. The 2014 Gila County 1/2 Cent Transportation Excise Tax Distribution Formula illustrates the way the revenue would be distributed based upon the 2013 revenues. The 2014 revenues will likely be different.

Recommendation

Staff recommends the Board of Supervisors adopt Resolution No. 14-06-09 establishing the uses, levying a 1/2 Cent Transportation Excise Tax and prescribing the method of distribution of the tax revenue to the County, cities and towns.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-06-09, a resolution providing funding to be used for highway and street purposes including costs of right of way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide moneys for said purposes.

(Don McDaniel)

Attachments

Resolution No. 14-06-09

Transportation Tax Distribution Formula per Resolution



RESOLUTION NO. 14-06-09

A RESOLUTION PROVIDING FUNDING TO BE USED FOR HIGHWAY AND STREET PURPOSES INCLUDING COSTS OF RIGHTS OF WAY ACQUISITIONS AND EXPENSES RELATED THERETO AND CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR AND ROADSIDE DEVELOPMENT OF COUNTY, CITY AND TOWN ROADS, STREETS AND BRIDGES AND PAYMENT OF PRINCIPAL AND INTEREST ON HIGHWAY AND STREET BONDS, AND FOR REGIONAL TRANSPORTATION PROJECTS THAT ARE INCLUDED IN THE REGIONAL TRANSPORTATION PLAN OF THE COUNTY PREPARED BY THE COUNTY, ANY CITY, TOWN OR REGIONAL PLANNING AGENCY; AND LEVYING A TRANSPORTATION EXCISE TAX TO PROVIDE MONEYS FOR SAID PURPOSES.

BE IT RESOLVED by the Board of Supervisors of Gila County, as follows:

Section 1. Title.

This resolution shall be known as the **“2014 Gila County ½ Cent Transportation Excise Tax Resolution.”**

Section 2. Purpose.

A. This resolution is adopted pursuant to applicable sections of Arizona Revised Statutes Title 42, Chapter 6, Article 3, to provide funds for the transportation needs of Gila County including the unincorporated County areas and the incorporated cities and towns located therein. In order to adequately provide for those transportation needs for the safety of the public, and in a manner which takes into consideration the population growth of both the County and the cities and towns within the County during the twenty (20) year period this Gila County ½ Cent Transportation Excise Tax is in effect, it is the intention of the Gila County Board of Supervisors that the funds collected be used for any and all transportation uses authorized by statute. Currently, uses are prescribed in Arizona Revised Statutes Title 28, Chapter 17, Article 3, and (Transportation Excise Tax Distribution in Less Populated Counties). The revenues raised from the tax levied pursuant to the terms hereof shall be used for transportation purposes such as:

1. Highway and street purposes including roadway construction, reconstruction, maintenance, repair and roadside construction of county, city or town roads, streets,

- bridges, and railroad crossings.
2. Payment of principal and interest on highway and street bonds.
 3. Multi-modal transportation systems including single and multi-use trails, sidewalks and curbs, and pedestrian pathways.
 4. Regional transportation studies.
 5. Cooperative transportation projects and studies between the federal government and its agencies, the State government and its agencies, and the incorporated cities and towns within the County.
- B. It is the intention of the Gila County Board of Supervisors that any statutory changes affecting the transportation uses of the funds collected herefrom shall be applicable and included as authorized uses of the funds in addition to those uses presently included in the statute(s).
- C. The hereinabove described uses are severable. Should any provision of this resolution be deemed by a Court to be illegal or invalid, the validity of the remaining parts, terms, provisions, or any valid use of the revenues collected shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this resolution and shall be severed therefrom, notwithstanding any other provision of this resolution to the contrary.

Section 3. Definitions

2014 Gila County ½ Cent Transportation Excise Tax. The tax imposed by this resolution.

Board. The Board of Supervisors of Gila County, Arizona.

County. The County of Gila, a political subdivision of the State of Arizona.

Department. The Department of Revenue of the State of Arizona.

Population. "Population" means the population determined in the most recent United States decennial census or the most recent special census as provide in § 28-6532 and revisions to the decennial or special census certified by the United States bureau of the census.

Added by Laws 1995, Ch. 132 § 3, eff. Oct. 1, 1997. Amended by Laws 1996, ch. 76, § 245, eff. October 1, 1997.

Transportation Excise Tax. The 2014 Gila County ½ Cent Transportation Excise Tax.

Section 4. Other Definitions.

To the extent terms are not defined herein, the definition of terms set forth in Arizona Revised Statutes § 42-5001, a copy of which is on file in the Gila County Clerk's office and is by this reference made a part hereof, are adopted herein.

Section 5. Imposition of Tax.

There is hereby levied upon persons as a result of their business activities within the County, cities and towns and shall be collected by the Department, Transportation Excise Taxes at rates equal to ten percent (10%) of the State of Arizona transaction privilege tax rates applying to each person engaging or continuing in the County, cities and towns in a business taxed under Arizona Revised Statutes Title 42, Chapter 5, Article 1. Such taxes shall be measured by the amount or volume of business transacted by persons on account of their business activities, and in the amounts to be determined by the application of rates against values, gross proceeds of sales or gross income, as the case may be, as prescribed by this resolution.

Section 6. Schedule of Tax Rates.

The Transportation Excise Taxes levied by this resolution are levied and shall be collected at the following rates applied to the values, gross proceeds of sale or gross income, as the case may be from the business of every person engaging or continuing in the County in the business classifications contained in Arizona Revised Statutes (A.R.S.) Title 42, Chapter 5, Article 1 as amended, copies of which are on file in the Gila County Clerk’s office and are by this reference made a part hereof, as follows:

- (a) A.R.S. § 42-5010.A.1.a. ½ of 1%
Intrastate transportation of persons, freight or property as defined and described in A.R.S. § 42-1062 – Transportation classification.
- (b) A.R.S. § 42-5010.A.1.b. ½ of 1%
Producing and furnishing electricity, natural or artificial gas and water to consumers as described in A.R.S. § 42-5063 – Utilities classification; definitions.
- (c) A.R.S. § 42-5010.A.1.c. ½ of 1%
Telecommunication services, as described in A.R.S. § 42-5064 – Telecommunications classification; definition.
- (d) A.R.S. § 42-5010.A.1.d. ½ of 1%
Intrastate operation of pipelines and conduits for transporting oil or natural or artificial gas from one point to another as defined and described in A.R.S. § 42-5067 – Pipeline classification.
- (e) A.R.S. § 42-5010.A.1.e. ½ of 1%
Intrastate operation of private car lines as defined and described in A.R.S. § 42-5068 – Private car line classification and A.R.S. § 42-1430, et seq.
- (f) A.R.S. § 42-5010.A.1.f. ½ of 1%
Publication of newspapers, magazines and other periodicals and publications if published in this state as defined and described in A.R.S. § 42-5065 – Publication classification; definition.
- (g) A.R.S. § 42-5010.A.1.g. ½ of 1%
Job printing, engraving, embossing and copying as defined and described in A.R.S. § 42-5066 – Job printing classification.
- (h) A.R.S. § 42-5010.A.1.h. ½ of 1%

	Prime contracting and dealership of manufactured buildings as defined and described in A.R.S. § 42-5075 – Prime contracting classification; exemptions; definitions.	
(i)	A.R.S. § 42-5010.A.1.i. Operating as an owner builder as described and defined in A.R.S. § 42-5076 – Owner builder sales classification; definitions.	½ of 1%
(j)	A.R.S. § 42-5010.A.1.j. Operation of an amusement business as defined and described in A.R.S. § 42-5073 – Amusement classification.	½ of 1%
(k)	A.R.S. § 42-5010.A.1.k. Operation of a restaurant as defined and described in A.R.S. § 42-5074 – Restaurant classification.	½ of 1%
(l)	A.R.S. § 42-5010.A.1.l. The leasing or renting of tangible personal property as defined and described in A.R.S. § 42-5071 – Personal property rental classification.	½ of 1%
(m)	A.R.S. § 42-5010.A.1.m. Retail sales as defined and described in A.R.S. § 42-5061.	½ of 1%
(n)	A.R.S. § 42-5010.2. Engaging in the business of transient lodging classification as described in A.R.S. § 42-5070.	11/20 of 1%
(o)	A.R.S. § 42-5010.3 Engaging in continuing in the mining classification as described in A.R.S. § 42-5072 – Mining classification; definition.	313/1000 of 1%
(p)	Any additional business classifications the State of Arizona may deem to be taxable.	

Section 7. Exemptions, Exclusions, Deductions and Definitions

All exemptions, exclusions, deductions and definitions contained in A.R.S. Title 42, Chapter 5, shall apply to the categories of businesses listed in Section 6 hereinabove and to the transactions described therein. Copies of these statutes are on file in the Gila County Clerk’s office and are made a part hereof by this reference.

Section 8. Administration.

Unless the context otherwise requires, the administration of the Transportation Excise Tax shall be governed by the provisions of A.R.S. Title 42, Chapter 5, Article 1, except:

1. A separate license is not required for the tax imposed by this resolution, and the tax due hereunder shall be included, reported and paid with the transaction privilege tax of the State of Arizona.
2. A separate bond is not required of employees of the Department in administering the Transportation Excise Tax.
3. The tax imposed by this resolution may be included without segregation in any notice and lien filed for unpaid transaction privilege tax of the State of Arizona.

Section 9. Distribution of Revenues.

The Department shall distribute the tax revenues raised, to Gila County for use within the unincorporated areas of the County, and to the incorporated cities and towns for use within their jurisdictions. Any cities and towns hereafter incorporated shall be entitled to their share of the tax revenues distributable to the County, cities and towns beginning in the first quarter of the Arizona State fiscal year after their incorporation. The calculation of the amounts to be distributed shall be made on the basis that the population of each jurisdiction (Gila County, cities, towns) bears to the total population of the County.

Each respective jurisdiction shall receive a minimum of 0.85% of the total amount to be distributed. In addition, after the distribution of the minimum to each jurisdiction, the remaining amount shall be distributed to each jurisdiction in amounts to be determined by multiplying the total tax revenues remaining after the minimum distribution, by a fraction, the numerator being the population of each respective jurisdiction and the denominator being the total population of Gila County including the cities and towns in the County.

The revenues raised by this excise tax shall not be subject to the jurisdiction’s expenditure and revenue limitations.

The cities, the towns and the County shall only use the tax revenues for the purposes authorized by this resolution.

Section 10. Effective Date; Time in Effect.

The 2014 Gila County ½ Cent Transportation Excise Tax shall take effect on January 1, 2015, if theretofore a majority of the qualified electors voting at a countywide special election approves the 2014 Gila County ½ Cent Transportation Excise Tax, and shall be in effect for a period of 20 years from such effective date.

PASSED AND ADOPTED this 24th day of June, 2014.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan Chambers
Deputy Attorney Principal

2014 Gila County 1/2 Cent Transportation Excise Tax Distribution Formula (1)

Entity	Population	0.85% Minimum Distribution	Population Based Percentage	Population Based Distribution	Total Distribution
Unincorporated	25,466	\$25,533	47.51%	\$1,342,214	\$1,367,747
Globe	7,532	\$25,533	14.06%	\$397,212	\$422,745
Hayden	798	\$25,533	1.49%	\$42,094	\$67,627
Miami	1,837	\$25,533	3.43%	\$96,902	\$122,435
Payson	15,301	\$25,533	28.55%	\$806,571	\$832,104
Star Valley	2,310	\$25,533	4.30%	\$121,480	\$147,013
Winkelman	353	\$25,533	0.66%	\$18,646	\$44,179
Total	53,597	\$178,731	100.00%	\$2,825,119	\$3,003,850

(1) Based upon
Revenue Received in
2013

ARF-2619

Regular Agenda Item 4. O.

Regular BOS Meeting

Meeting Date: 06/24/2014

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

Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District

Division: Library District

Fiscal Year: 2014-2015

Budgeted?: Yes

Contract Dates July 1, 2014 - June 30, 2015

Grant?: Yes

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Approve and accept Arizona Early Childhood Development and Health Board (First Things First) Grant Renewal GRA-RC029-13-0533-01-Y3 for San Carlos Region Parent Outreach and Awareness for Early Literacy.

Background Information

On April 1, 2014, the Gila County Library Board of Directors gave authorization to apply for this Grant Renewal. This is a continuation of the Library District's early literacy initiative. The total grant renewal award is for \$70,000 to be used for parent education within each community and to enroll children ages birth to five in the Imagination Library Program, which mails an age appropriate book each month to each enrolled child. In addition, children who turn five during the grant year, will be registered to receive an age appropriate magazine mailed to their home for one year. This grant also provides for two temporary part time Community Outreach Liaison's to provide parent contact and education throughout the service area, and a temporary part time Early Literacy Programming Coordinator to conduct parent/child workshops throughout the region.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the library and the community on the importance of early literacy skills and the importance of reading to children.

The Community Outreach Liaison has worked throughout the region to contact parents and provide information and enroll children in the program. To date, there are 584 children enrolled and receiving books monthly in the San Carlos Region.

The Early Literacy Coordinator has held 52 workshops throughout the service area.

Conclusion

This grant allows the Library District the opportunity and ability to provide early literacy training and materials to families and children ages birth through five years within the San Carlos Region. This grant has a goal of providing materials to 861 children.

Recommendation

Gila County Library District recommends that the Board of Directors approve and accept this Grant Renewal between the Gila County Library District and the San Carlos Apache Regional Partnership Council, and the Arizona Early Childhood Development and Health Board (First Things First) in the amount of \$70,000 for the period of July 1, 2014 through June 30, 2015.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors) Information/Discussion/Action to approve and accept Grant Renewal Amendment GRA-RC029-13-0533-01-Y3 San Carlos Apache Parent Outreach and Awareness which is a "Community-Based Literacy Grant" in the amount of \$70,000 for the period of July 1, 2014, through June 30, 2015.
(Jacque Griffin)

Attachments

Renewal San Carlos Early Literacy 2015

County Attorney Legal Explanation

Original Grant GRA-RC029-13-0533-01



FIRST THINGS FIRST
Ready for School. Set for Life.

Grant Renewal Amendment

2015 Grant Award
GRA-RC029-13-0533-01-Y3
San Carlos Apache
Parent Outreach and Awareness

Page
 1
 of
 1

Early Childhood Health and
 Development Board (First
 Things First)

4000 North Central
 Avenue, Suite 800
 Phoenix, Arizona 85012

(602) 771-5000
 (602) 265-0009 fax

CONTRACTOR:

Gila County Library District
 1400 E. Ash St.
 Globe, Arizona 85501

PURPOSE OF AMENDMENT:

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal start date is July 1, 2014 and end date is June 30, 2015.
2. Total award amount for the contract period is \$70,000.00
3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.
4. All other terms and conditions remain unchanged.

Contractor hereby acknowledges receipt and understanding of the contract amendment.

Signature _____

Name Michael A. Pastor

Title Chairman, Gila County Board of Supervisors

Date June 24, 2014

The above referenced amendment is hereby executed effective July 1, 2014 once signed and dated below:

 Josh Allen
 CFO/COO

 Date

Approved as to form:

Date: June 24, 2014

 Bryan Chambers, Deputy County Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

GRANTEE AGREEMENT

GRA-RC029-13-0533-01

**Between The
San Carlos Apache Regional Partnership Council,
Arizona Early Childhood Development and Health Board
(First Things First)
And
Gila County Library District**

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the San Carlos Apache Regional Partnership Council (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Library District (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on August 1, 2012 and shall terminate on June 30, 2013. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

III. DESCRIPTION OF SERVICES

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

- A. All parents and families of young children can benefit from an increased awareness of early childhood development including early language and emergent literacy and of how to best support development. (Refer to Section III Scope of Work, Exhibit A, Statement of need for a full description.)
- B. The First Things First Parent Outreach and Awareness strategy provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. The San Carlos Apache Regional Partnership Council's intent is to implement the Imagination Library Book Club program

through the Gila County Library District and services provided at the San Carlos Public Library on the reservation which is an affiliate of the County Library District. (Refer to Section III Scope of Work, Exhibit A, Description of the strategy including Standards of Practice for a full description.)

- C. This strategy will be implemented to deliver books to 800 children in the region through the Gila County Library District and services provided at the San Carlos Public Library on the reservation which is an affiliate of the County Library District. (Refer to Section III Scope of Work, Exhibit A, Target Population to serve.)
- D. Adhere to the First Things First Data Collection Target Service Unit Guidance Document (Exhibit C).
- E. Adhere to the First Things First Data Security Guidelines (Exhibit D).
- F. Comply with the Scope of Work Narrative Responses, Implementation Plan and Submit the Grant Management Forms provided by First Things First (Attachments A – H).
NOTE: Narrative Responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted prior to this agreement becomes final and is signed by First Things First. Submission is required by July 5, 2012.
Agencies and Departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

IV. MANNER OF FINANCING

The GRANTOR shall:

- a) Provide up to **\$36,663.00** to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.
- c) Prior to processing payment, a review of submitted quarterly program narratives and data submission reports will be conducted as well as a review of any other required submission of programmatic information by the grantor to ensure programmatic requirements have been fulfilled. Timely submission of these reports is also required for payment.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for

which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

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

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards/dollars, *a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.*

VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

VIII. FUNDS MANAGEMENT

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

The GRANTEE must maintain adequate business systems to comply with State of Arizona requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (<http://gao.az.gov/travel/default.asp>).

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

Programmatic, Data Submission, and Financial Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants management system known as Partners and Grant Management System (PGMS) and shall contain such information as deemed necessary by the GRANTOR.

a. Quarterly Programmatic Narrative & Data Submission Reports are due:

- i. Period: July 1, 2012 – September 30, 2013
Due: October 20, 2012
- ii. Period: October 1, 2012 – December 31, 2012
Due: January 20, 2013
- iii. January 1, 2013 – March 31, 2013
Due: April 20, 2013
- iv. April 1, 2013 – June 30, 2013
Due: July 20, 2013
- v. The final programmatic report as submitted shall be marked FINAL

b. Financial Reimbursement Reports

- i. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted using the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission includes a basic line item ledger to detail the type of expense relating to the approved line item budget and validates approved staffing assigned to the project, travel is within the approved state rate limitation, and other line item budget expenditure details.
- ii. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

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

XI. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished

by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. PROHIBITION ON GOVERNMENT CONTRACTS

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XXI. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions and in particular abides by the Arizona Uniform Terms and Conditions and Uniform Instructions and are incorporated into this Agreement through reference. These laws include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the agreement. Anyone entering into an Agreement with First Things First is required to follow any

and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

XXV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The GRANTOR reserves the right to review and approve any publications and/or media funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First and normally located in the Partners and Grant Management System (PGMS).

XXXI. INDEMNIFICATION

Indemnification Language for Public Agencies ONLY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

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

XXXII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or

disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIII. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § 41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXIV. TERMINATION

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXIX. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XL. Legal Arizona Worker

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

XLI. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall submit notices relative to this Agreement to:

First Things First
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

Gila County Library District
1400 E. Ash Street
Globe, Arizona 85501

XLII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF
Gila County Library District**

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Tommie C. Martin

Chairman, Gila County Board of Supervisors

Rhian Evans Allvin

Chief Executive Officer

Date

Date

Approved as to form:

Bryan Chambers
Deputy County Attorney

Grant Agreement Attachments & Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Personnel Overview
Attachment C	Narrative Questions and Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget Form
Attachment F	Budget Narrative Explanation
Attachment G	Disclosure of Other Funding Sources
Attachment H	Financial Systems Survey
Attachment I	Data Collection Form
Exhibit A	Scope of Work Reference/Information
Exhibit B	Parent Outreach and Awareness Standards of Practice
Exhibit C	First Things First Target Service Unit Information
Exhibit D	Data Security Guidelines

Attachment A

FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM

A. Agency Information:

Program Name (if applicable) _____

Agency Gila County Library District Contact Person Jacque Griffin

Address 1400 E Ash St Position County Librarian

Address _____ Email jariffin@co.gila.az.us

City, State, Zip Globe, AZ 85501 Phone (928)402-8770x Fax 928-425-3462

County Gila Employer Identification Number: 86-6000444

Agency Classification: State Agency County Government Local Government Schools
 Tribal Faith Based Other

Have you previously conducted business with First Things First using this EIN? Y N
If NO, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: http://www.gao.az.gov/Vendor/account_setup_home.asp.

In which Congressional (Federal) District is your agency? Enter District # 1,4
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 6,7,8
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?
0.00

What is your organization's fiscal year-end date? June 30th

Accounting Method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y N

Please provide contact information of the audit firm conducting your audit:

Agency Criston Larson Allen LLP

Address 1201 South Alma School Rd. Mesa, AZ 85210

Phone Number 480-615-2300

B. Proposed Program Information / Description:

Amount requested: \$36,663

Service area of proposed program: The San Carlos Apache Indian Reservation

Target population of proposed program: 861 children ages birth to five in the region to be registered and receive books through the Imagination Library Book Club program

Number of books distributed: 10,332

Number of local resource guides distributed to be served: 0

Number of workshops held to be served: 36

Number of events held to be served: 0

Please provide a BRIEF description of the proposed program in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

Promote "Every Child Ready to Read" early literacy program that provides training to parents about the importance of early literacy development for young children birth through age five.

As an incentive and reward, each month, each child whose parents enrolled in the early literacy program will receive a book in the mail addressed to the child provided by the Dolly Parton Foundation Imagination Library Book Program.

C. Contact Information

First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).

Main Contact Information – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

Main Contact Person Jacque Griffin

Position County Librarian

Address 1400 E Ash St

City, State, Zip Globe, AZ 85501

Email jgriffin@co.gila.az.us

Phone 928-402-8770 x Fax 928-425-3462

Program Contact Information – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person Mary Stemm

Position Library Assistant Senior

Address 1400 E Ash St

City, State, Zip Globe, AZ 85501

Email mstemm@qlcd.az.org

Phone (928)402-8768 x Fax 928-425-3462

Financial Contact Information – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

Financial Contact Person Mary Stemm

Position Library Assistant Senior

Address 1400 E Ash St

City, State, Zip Globe, AZ 85501

Email mstemm@qlcd.az.org

Phone (928)402-8768 x Fax 928-425-3462

Evaluation Contact Information – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

Evaluation Contact Person Mary Stemm

Position Library Assistant Senior

Address 1400 E Ash St

City, State, Zip Globe, AZ 85501

Email mstemm@glcd.az.org

Phone (928)402-8768 x _____ Fax 928-425-3462

In addition, your application may have included information about a collaborating partner/agency. Please replicate this information as many times as necessary to document the participation and agreement to be involved with the application as a collaborating agency/partner.

Collaborator

Agency San Carlos Public Library

Contact Person Emma Victor

Address PO BOX 545

Position Library Manager

Address _____

Email emma_victor08@yahoo.com

City, State, Zip San Carlos, AZ 85550

Phone 928-475-2611 Fax 928-475-2611

County Gila

Collaborator

Agency Gila County WIC

Contact Person Ursula Donovan

Address 5515 S Apache Ave

Position WIC Manager

Address _____

Email udonovan@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone 928-402-8815 x _____ Fax _____

County Gila

Collaborator

Agency _____

Contact Person _____

Address _____

Position _____

Address _____

Email _____

City, State, Zip _____

Phone _____ x _____ Fax _____

County _____

Attachment B

PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: <i>TBA</i> Title: <i>Community Liaison</i> FTE on this project: <i>.4</i>	<i>Community Liaison for San Carlos, Peridot, and Bylas</i>
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for individuals involved in the project.**

Attachment C

Narrative Questions and Responses

Narrative Responses Required

To complete your Application, provide a narrative response that addresses each of the items below.

- a) Provide a description of the program being proposed.

The Gila County Library District will coordinate a collaborative early literacy effort among the District, San Carlos Public Library, and Gila County Health Department (WIC) to promote early literacy development in young children, birth to age five, by conducting presentations to parents/caregivers at various locations throughout the San Carlos Apache Reservation. The District will enroll the children of the parents/caregivers who attend the information sessions on the importance of early literacy with "Every Child Ready to Read" and "The Imagination Library." The Imagination Library Program will mail age appropriate, professionally selected books monthly to each child enrolled.

This project will build on the work that the San Carlos Public library already does regarding early childhood literacy efforts. Since 2005, those efforts have included information regarding the importance of early literacy development for young children, providing training to parents and caregivers at public gathering places and community events outside the public library setting, and including the foundational building blocks to early literacy development in story times and other preschool activities in the library setting.

Library staff at the San Carlos Public Library and the District office will register eligible children based upon residence (determined by zip code) and birthdates, enter the data in the Imagination Library database, pay the monthly invoice (average of \$ 25 per child per year), and pick up undeliverable books at the Post Offices throughout the service area. The Project Director, a Community Liaison and the San Carlos Public Library Manager will evaluate the program on a regular basis, create the evaluation forms and collect the required FTF evaluation data. Staff at library in the service area will be involved in enrolling children and assisting with the collection of evaluation data. The Project Director, a Community Liaison and the San Carlos Public Library Manager will promote the project in the libraries and in other venues and at events that happen in each of the communities. The Community Liaison will offer parent and caregiver early literacy trainings with the local partners, i.e. San Carlos Apache Tribe Women, Infant and Children program, San Carlos Head Start, etc...while the Gila County Library District staff will provide additional parent and

caregiver trainings in partnership with the San Carlos WIC offices and throughout the service area.

The Gila County Library District staff, the local liaison, and the staff at the San Carlos Public Library will be actively involved in enrolling children at the libraries, at other venues and at community events throughout the San Carlos Apache Reservation in order to access hard-to-reach families. Library District staff has already set up a collaborative effort with the Gila County Health Department WIC program which provides contact and training for 400 families countywide which includes the families of the San Carlos Apache Nation. Where many WIC programs around Arizona are experiencing a decline in the number of families served, Gila County WIC program has been experiencing an increase in service population. Other access points for reaching families will be at community events in each local community, social service agencies, and typical gathering places for parents such as grocery stores, churches, and doctor's offices.

Outcomes will be measured according to the performance measures required by First Things First as outlined on page 4 of the Grantee Agreement. Information will be gathered through a May survey mailed to the families participating in the program. The Community Liaison will conduct a survey of the Kindergarten Teachers at all schools located on the San Carlos Apache Reservation and the Fort Thomas Unified School District.

- b) Identify and describe the target population to be served by the proposed strategy, including:

The Gila County Library District will target 861 children ages birth to five in the region to be registered and receive books through the Imagination Library Book Club program. This is number of children of the birth to five population in the region accounted for in the 2010 U.S. Census.

The Gila County Library District will also specifically target children who are participating in existing First Things First programs in the region to be enrolled in or take part in Imagination Library Book Program.

By hiring a local Community Liaison who knows the needs of the targeted population in terms of cultural competency, the District hopes to successfully reach a large percentage of the targeted population in the first year.

- c) Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance to provide the proposed service.

The Gila County Library District will partner with the San Carlos Public Library, the San Carlos WIC program, Apache Kid Child Care and the Head Start Programs to provide the proposed service.

- d) Identify barriers to providing the service or program proposed and plans for addressing these barriers.

Permission to access some of the venues may be needed in order to set up information booths at various locations. Arrangements to do so will be one of the duties of the Community Liaison. The Gila County Library District will reach out to the Regional Director of the San Carlos Apache Regional Partnership Council for guidance and direction in beginning the process to gain permission to implement services in the regional area.

- e) Describe plans to recruit and locate personnel within the geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

By hiring a temporary part-time employee who lives on the San Carlos Apache Reservation as a community liaison, the District hopes to avoid any barriers such as linguist and cultural conflicts between the promoter and the parents/caregivers that would come up if the promoter were not from the local communities.

- f) Describe steps that will be taken to promote collaboration with other tribal departments and partners working with the tribe.

The District will instruct the Community Liaison to seek out tribal departments and partners by becoming an active member of the San Carlos Apache Regional Partnership Early Childhood Development and Health Collaborative in order to help promote the program so that as many children as possible will get an opportunity to enroll in the Imagination Library.

- g) Describe the plan and resources necessary to meet FTF basic reporting requirements, maintain data securely and confidentially, and utilize data to assess progress in achieving outcomes of the proposed strategy.

The Gila County Library District will use Imagination Library Registration forms in order to gather information necessary to enroll each child in the program. The District agrees to participate in the FTF quarterly evaluations and any program specific evaluation or research efforts adhering to tribal data/research protocols and procedures. Data collection and FTF evaluation activities will be directly connected

with the Goals, Performance Measures and Units of Service aligned to the strategy described in this scope of work.

Attachment D

IMPLEMENTATION PLAN: August 1, 2012 – June 30, 2013

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Establish affiliation between the Dollywood Foundation and the Gila County Library District as the affiliate for the San Carlos Reservation Children	Find a "Champion" to complete the Memorandum of Understanding in order to get the Non-Profit mail rates for books for the children in the program.	Jacque Griffin and/or Mary Stemm	August 2012	Memorandum of Understanding to be mailed to Dollywood Foundation
	Order Program Supplies from Imagination Library	Mary Stemm	August 2012	Order forms and Invoices on File at GCLD.
	Obtain official Tribal permission to provide services on Tribal land.	Jacque Griffin	August 2012	Inter-Governmental Agreement and San Carlos Apache Tribe Resolution
Hire Community Liaison	Recruit Liaison	Jacque Griffin/Gila County HR Dept.	August 2012	
	Hire Liaison	Jacque Griffin/Gila County HR Dept.	August 2012	Online applications
	Add new staff to FTF PGMS	Mary Stemm	August 2012	Filed with FTF PGMS
Promotion of Early Literacy Programming in Communities of San Carlos Apache Reservation Registration of Children into Imagination Library	Mandatory meeting between GCLD Library Staff and Liaison to plan the promotion of Early Literacy Programming	Jacque Griffin	August 2012	Sign-up Sheet will be utilized
	Register Children for Imagination Library	Community Liaison	August 2012 through February 2013	Registration forms will be input in IL System
	Locate Venues for Reaching Children Whose parents don't come to library	Community Liaison	August 2012 through February 2013	Liaison will report to Mary Stemm for quarterly narrative.
	Join San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative and attend all scheduled meetings.	Community Liaison	September 2012 and on-going bi-monthly	Meeting calendar and meeting agendas
Input Imagination Library Registrations into Dollywood Foundation Site	Data Input for new registrations	Mary Stemm/Community Liaison	Monthly	Found on IL System online
	Data updates for change of address	Mary Stemm	Monthly	Handled online through IL System
	NCOA Alerts for "Bad" addresses	Mary Stemm	Monthly	Monthly reports online at first of each month.
Invoicing	Process invoices for book orders from Dollywood Foundation Imagination Library	Mary Stemm	Monthly	Filed with Gila County Finance Department
	Process all other invoices for Early Literacy programming	Mary Stemm	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	Mary Stemm	Monthly	Filed with FTF PGMS

Data / Narrative Reports	Report Trainings to District Staff	Liaison	Monthly	Email Mary Stemm
	Upload Data Report to FTF	Mary Stemm	Monthly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	Mary Stemm	Quarterly	Filed with FTF PGMS
Evaluation	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Liaison	August 2012	Keep on file in Gila County Library District Office and report to FTF PGMS
	Evaluate Survey Responses	Liaison	September 2012	Email report to County Librarian and Mary Stemm
	Include Survey results in quarterly report	Mary Stemm	October 2012	Filed with FTF PGMS
Satisfaction Survey to Parents	Mail Survey to parents of children registered as of February 1 st during 4 th qtr.	Mary Stemm	April 2013	Copy of Survey on File in GCLD Office and report to FTF PGMS
	Receive surveys and report on results	Mary Stemm	June 2013	Include survey results in Final quarterly report to FTF PGMS
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Mary Stemm, Community Liaison	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Train parents/caregivers by video presentation at San Carlos WIC Clinics and take new registrations for Imagination Library	Jacque Griffin/WIC Clinic Employees	Weekly	Data reports and quarterly narratives to FTF PGMS
	Continue one on one training w/parents	Public Librarians, Community Liaison	Daily as the need arises	Filed with FTF PGMS quarterly reports

Attachment E and F Instructions

How to Complete the Line Item Budget and Budget Narrative

Complete a 11-month budget for the period of August1, 2012 through June 30, 2013 using the template provided in Attachment E. Please make sure you include a budget narrative as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Requests for line item modifications, which do not change the total program funding, shall be requested in writing and shall only be made following receipt of written authorization from First Things First.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your Application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

Attachment E

Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: August 1, 2012 – June 30, 2013

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$10,683.048
Salaries	Part time Community Liaison 12.05 hrs/week for 48 weeks	\$10683.048	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$884.952
Fringe Benefits or Other ERE	7.65% of \$20.00 for FICA and Social Security 587.4 hrs	\$884.952	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$22,099.00
Contracted Services	Dollywood Foundation Rate of \$28.00/year per child with a goal of 861 = \$24,108.00. Prorated for 11 months totals: \$2,009.00 x 11 months = \$22,099.00	\$22,099.00	
TRAVEL		Travel Sub Total	\$778.75
In-State Travel	1750 miles	\$778.75	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$2,017.25
• Postage	600 postcards @ .32 each 600 letters @ .45 each	\$192.00 \$270.00	
• Shipping	Shipping	\$100.00	
• Printing/Copying	600 Surveys, letters, envelopes	\$236.00	
• Program Materials	50 posters @ \$6.00 each 2 Retractable Banners @ \$100 each 2500 Registration Brochures @ .204 5 Brochure Holders @ \$8.45 1 Promotional News Packet 1 Train Display	\$300.00 \$200.00 \$510.00 \$ 42.25 \$ 2.00 \$165.00	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$200.00
Equipment \$4,999 or less in value	Pop-up Shade Table Chair	\$140.00 \$50.00 \$10.00	
Subtotal Direct Program Costs:			\$0
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$0
Indirect/Admin Costs		\$0	\$0
Total		\$	\$36,663.00

Authorized signature _____ Date _____

Attachment F

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 11 month line item budget categories and subcategories.***

Personnel Services: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.

Community Liaison for the San Carlos Reservation Communities will be hired on a part-time basis by Gila County at a gross rate of \$20.00 per hour for the county with \$18.47 per hour for the employee after 7.65% for FICA and Social Security. (Tax to be determined by the employee). The Community Liaison will be working 12.05 hours per week x \$18.47 = \$222.5635/week x 48 weeks (11 months) = \$10,683.048

Total **\$10,683.048**

Employee Related Expenses: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Gila County deducts 7.65% for FICA and Social Security. This will be \$884.952 for 587.4 hrs

Total **\$884.952**

Professional and Outside Services: If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.

Gila County Library District will contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Rate of \$28.00/year per child with a goal of 861 = \$24,108.00. Prorated for 11 months totals: \$2,009.00 x 11 months = \$22,099.00

Total **\$22,099.00**

Travel: Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and

its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel.

Travel monies will be set aside for the liaison to travel from their community to Globe in order to meet with the Gila County Library Director to complete plans for the awareness campaign and to insure that there is a unified message presented to the prospective parents/caregivers.

Travel monies will also be reserved for travel for the liaison to do outreach in the communities of Cutter, San Carlos, Peridot, and Bylas at least once a month.

Travel for outreach 1750 miles @ .44 ½ per mile = \$778.75

Total **\$778.75**

Aid to Organizations or Individuals: In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined. **N/A**

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives

*Postage for 600 surveys (letters and return address postcards) for parents estimated at \$462.00
600 postcards @ .32 each = \$192.00 and 600 letters @ .45 each = \$270.00*

Shipping total is an estimate due to costs difference per shipment on order and is determined by Imagination Library. Estimated at \$100.

Printing for 600 4th quarter surveys to parents (includes letters to parents, postcard surveys, and envelopes) estimated at \$236.00

Program Materials for Imagination Library

50 posters @ \$6.00 each = \$300

2 Retractable Banners @ \$100 each = \$200

2500 Registration Brochures @ .204 = \$510

5 Brochure Holders @ \$8.45 = \$42.25

1 Promotional News Packet = \$2.00

1 Train Display = \$165

Total **\$2,917.25**

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Equipment for outreach at various venues, i.e. Community Events, Shopping Centers, Post Offices, etc.:

1 Pop-up Shade	\$140.00
1 Folding Table	\$ 50.00
1 Folding Chair	\$ 10.00

Total **\$200.00**

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230. **N/A**

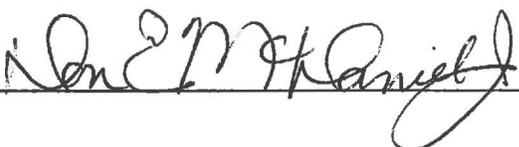
Applicants must list either Option A or Option B and provide proper justification for expenses included:

- Option A - Administrative Costs:** with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

- Option B - Federally Approved Indirect Costs:** If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature  Date 6/7/12

Attachment G

DISCLOSURE OF OTHER FUNDING SOURCES*

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed Program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no FTF monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
N/A			
TOTAL: 0.00			

*This table should include only those funds that will support the program detailed in this Application.

Authorized Signature:  Date: 6/7/12
Job Title: COUNTY MANAGER

Attachment H:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: Gila County Library District

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter Findings and Questioned Costs.	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO N/A
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	Attached 3 pages
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input checked="" type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input checked="" type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input checked="" type="radio"/> Daily

	<input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	X YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	X YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	X YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	X YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges X Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	X YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	X YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	X YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	X YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	X YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	X YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	X YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	X YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	X YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	X YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	X YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Jacque Griffin

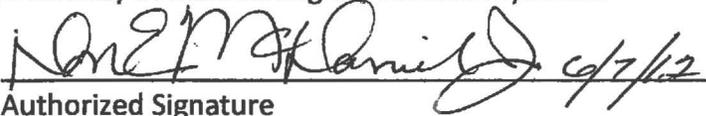
Job Title: County Librarian

Date: 5/1/2012

Phone/Fax/Email: 928-402-8770

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.


Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment. Number of Attachments (please number each attachment): _____

COMMENTS:

A. 4. 2011 Audit can be found at
<http://www.gilacountyaz.gov/DepartmentFiles/Finance/FINALFINANCIALLANDSINGLEAUDITAUDITREPORT201>

Attachment I

Data Collection Form

Performance Measure	Plan for Data Collection	Plan for Using the Data	Quality Assurance
Number of books distributed	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports.
Number of workshops held/proposed	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of events held/proposed number	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of children receiving books	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of adults attending workshops	Signup sheet at workshops Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports

Exhibit A:

Scope of Work

Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children 5 and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

First Things First Strategic Direction

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars

3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of need

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the *First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination 2008*, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community Survey in 2008 also indicate that parents can benefit from clear, research-based information to help them support their child.

Research shows that the first three years of life are a period of incredible growth in all areas of a baby's development. A newborn's brain is about 25 percent of its approximate adult weight. By age three, it has grown dramatically by producing billions of cells and hundreds of trillions of connections, or synapses, between these cells. While we know that the development of a young child's brain takes years to complete, we also know there are many things parents and caregivers can do to assist children to get off to a good start and establish healthy patterns for life-long learning.

Data on parental reading for children between birth and five years, drawn from the National Survey of Children's Health (2003) indicates that in our state only 43.2 percent of children ages birth to five years are read to daily, placing Arizona near the bottom of the ranking at 44th. Only 40.6 percent of children ages birth through three years are read to daily—placing Arizona at the flat bottom of the ranking at 51st. Parents reading frequently to their children provide language and literacy skills that help children learn to read. Helping children to prepare for the challenge of learning to read before school entry is better than helping them catch up later. Reading aloud is the single most important activity for building the knowledge required for eventual success in reading.

Furthermore, the San Carlos Apache Regional Partnership Council is aware that children from the region are not arriving to school with the literacy skills they need in order to succeed and that a high number of children in the region are living in poverty therefore prompting them to fund this new strategy in SFY2013-2015. The Regional Council also knows that, as reported in the Needs and Assets report, 32.7% of all live births reported for the region in 2009 were born to mothers that had not achieved a high school diploma causing concern among the Regional Council that mothers may not be as excited to read to their child.

FTF Parent Outreach and Awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. The San Carlos Apache Regional Partnership Council would like this strategy to implement Imagination Library for children ages birth to five in the region. By implementing this strategy it is the hope of the Regional Council that families get excited about reading to their children and have a home environment rich with books.

Description of strategy including Standards of Practice

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

Parent outreach and awareness activities include the following:

- A. **Resource Distribution:** Distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.
- B. **Parent/ Family Workshop:** One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent's knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.

- C. **Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message “read with your child every day”, includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents’ attention to the issue and further create interest in seeking out the listed resources.

This program will:

- ✓ Implement the Imagination Library Book Club through the Gila County Library District and services provided at the San Carlos Apache library branch on the reservation which is part of the Gila County Library District to deliver an age appropriate book each month to the homes of the 800 registered children in the region. Earned Media Paid Advertising are not components of this strategy for the San Carlos Apache Regional Partnership Council.
- ✓ Provide information on developmentally appropriate learning opportunities that support early language and literacy development which prepares children for success in school and life.
- ✓ Deliver the program at community locations convenient and easily accessible for families. Family participation is voluntary and must be provided free of charge to the family.
- ✓ Carry out the program model in accordance with the First Things First Parent Outreach and Awareness Standards of Practice/ Refer to Exhibit B.

The grantee implementing this strategy in the San Carlos Apache region will need to have previous experience working in rural or tribal communities and understand some of the cultural aspects of working with these populations.

The grantee will need to connect with the Regional Director prior to implementation on the reservation. The San Carlos Apache region associates First Things First with the Regional Director, who has established a relationship and trust with the region. Therefore, it is important for the program, to connect with the Regional Director.

First Things First School Readiness Indicators related to this strategy:

FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- % of families who report they are competent and confident about their ability to support their child’s safety, health and well being

First Things First Goal Area to be addressed:

- Family Support and Literacy

Target Population to serve

The San Carlos Apache Regional Partnership Council will target 800 children ages birth to five in the region to be registered and receive books through the Imagination Library Book Club program. This is approximately 50% of the birth to five population in the region. The Regional Council would like intentional collaboration of existing grantees with this strategy in the region.

Geographic Area

Programs funded under this agreement must provide services throughout the region.

The San Carlos Apache Regional Partnership Council serves the communities of the San Carlos Apache Tribe located on the San Carlos Apache Reservation.

Coordination and Collaboration

First Things First supports coordination and collaboration among early childhood service providers in order to develop a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Grant partners are asked to demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular meetings. Depending upon the strategy, there may be additional statewide meetings which the Grant partners may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Grant partners should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

The grantee will need to be an active member of the San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative so that the grantee will effectively collaborate and coordinate their efforts with existing tribal and non-tribal programs.

Program Specific Data Collection and First Things First Evaluation

Grant partners agree to participate in the FTF evaluation and any program specific evaluation or research efforts adhering to tribal data/research protocols and procedures. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this scope of work.

Unit of Service and related Target Service Number Definition:

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is "number of families served" and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures Definition:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Grant partners must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

Grant partners will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities, with respect to tribal data/ research protocols and procedures. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS.

FTF may undertake various external evaluation activities. Tribal data/research protocols and procedures, including obtaining tribal permission to participate in evaluation activities must be obtained before any data collection can occur under this agreement. Evaluation activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, and following tribal protocols and procedures, grant partners agree to allow FTF and evaluation consultants of FTF to observe program activities on site and collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit C.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- Number of books distributed
- 0 local resource guides distributed
- Number of workshops held
- 0 events held

Performance Measures:

- Number of books distributed/proposed number**
- Number of local resource guides distributed /proposed number**
- Number of workshops held/proposed number**
- Number of events held/proposed number**
- Number of children receiving books
- Number of adults attending workshops
- Number of adults attending event
- Number of paid media
- Number of earned media

Number of impressions

Number of education reinforcement items distributed

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at: <http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BAeque>

Exhibit B:



Standards of Practice

Parent Outreach and Awareness

I. Strategy Description

Recognizing that parents and families are their young child's first and most important teacher, family support is a component of Arizona's comprehensive early childhood system. Within family support, a continuum of strategies exists to meet the universal needs of all families to the targeted needs of families who may be at risk, such as English language learners, teen parents, and low income families. Information gaps exist that have implications for how adults interact with and raise young children. Providing specific knowledge and tools about the importance of early interactions in healthy brain development is the first step in assisting parents in making choices that will support and optimize their child's development.

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

It is important to note that increasing general public awareness of the importance of early childhood is not the objective of the parent outreach and awareness strategy. Instead, increasing general public awareness falls under the purview of the FTF statewide *community* awareness strategy, while this parent outreach and awareness strategy is targeted *specifically for and directly to parents*.

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive

caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the *First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination* 2008, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community Survey (INSERT DATE) also indicate that parents can benefit from clear, research-based information to help them support their child.

FTF parent outreach and awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. For example, if a community has data that indicates parents and families are not reading regularly with their young children, a parent outreach and awareness strategy may be an appropriate approach to increase families' awareness about the importance and value of daily reading activities through messaging, story times at the local library that may also include a book distribution component or book club, and identification of additional community resources.

Outreach and awareness alone, in most cases though, may not be sufficient to change parent behavior. While parents' awareness has increased, as noted in the example above, parents may not have the resources or tools to effectively implement the change. Parents may be aware of the need to read to children, but that does not mean that they can actually read to their child (adult literacy), feel that they know how to read to their young child (e.g., which books are developmentally appropriate;, how to read to a child at different developmental stages) or that they have access to books (e.g., may not be able to afford books; may not live

close to a library or have transportation). These are some of the considerations in determining whether to implement an outreach and awareness strategy.

Parent outreach and awareness activities include the following:

- D. **Resource Distribution:** Distribution of children’s books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.

- E. **Parent/ Family Workshop:** One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent’s knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.

- F. **Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message “read with your child every day”, includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents’ attention to the issue and further create interest in seeking out the listed resources.

II. Standards of Practice

A. Implementation Standards

Utilize a family centered and strengths-based approach.

1. Provide parents and families with readily accessible information about child development and child health, including one or more of the following topics:
 - The domains of child development (social emotional, language and communication – including emergent literacy, cognitive, physical and motor development), including understanding when to have concerns related to children’s development;
 - The parents’ role as the child’s primary teachers and partners in the education of their children;
 - Appropriate child-adult interactions and development of positive and supportive parenting skills;
 - Early language and emergent literacy including typical early language and emergent literacy development for infants, toddlers and preschoolers and the importance of reading daily with their young child including maintaining a literacy-rich home environment;
 - The impact of media and the importance of limited screen time (TV, computers, smart phones, pads and tablets, video games) for young children;
 - Child health information and/or community resources for child health including topics such as preventative health care and wellness, developmental and sensory screening, immunizations, oral health, injury prevention, and nutrition;
 - Available community resources such as the Women, Infants and Children Program (WIC), food banks, employment services or adult education, early intervention services, school programs, child care resource and referral, libraries, parent education classes, home visitation programs, and health care including oral health;
 - Parent tips and resources on how to use toys and other educational items to enrich interactions with their child, but not substitute interactions between adult and child.

2. All information provided through media, resource distribution and/or workshops must be evidence based, developmentally appropriate, culturally responsive and strengths based. Activities implemented must take into account local families and children’s needs, desires, histories,

lifestyles, concerns, strengths, resources, culture, ethnicity, and priorities. In addition, appropriate developmental guidance is to be provided to parents and families on behalf of their very young children when providing workshops or distributing information. Information provided to families is to be offered to parents and families in a manner that strengthens early relationships with infants/toddlers and young children. Print materials must be provided at a 5th grade reading level using common language and resources and information provided must be accurate and regularly updated to ensure information is current. **Permission for the use of copyright materials must be documented and cited.**

Workshops are flexible and continually responsive to emerging family and community issues.

1. Structured workshop activities must be accessible for families by being provided at times and locations that are convenient for families including weekend and evening hours.
2. Workshops should be manageable in size and have appropriate staffing patterns.

For adult-only sessions, there shall be a maximum of 50 participants with a ratio of 1 staff per 25 adult participants (2 staff: 50 adult participants). Room size and space must be adequate to support the number of adults participating.

3. Open and honest communication is supported and opportunities for formal and informal feedback are integrated into the structure of the workshop.
4. Confidentiality is maintained with workshops being respectful of family members and protective of their legal rights.
5. Families are engaged as partners to ensure that the program is beneficial by providing families the opportunity to provide regular input and feedback in programmatic planning to better meet their needs.
6. Staff Standards
 - Staff developing materials or providing workshops demonstrate extensive knowledge of the community, the culture, and the community's resources.

- The length of employment and experience/education are reflective of high quality staff. Supervisory staff are required to have a minimum of a Bachelor’s degree in early childhood development, education, family studies, social work, nursing or a closely related field.
- The grantee must establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
- All staff work as a team, modeling respectful relationships consistent with program goals and whose top priority is the well-being of families and children.
- Staff skills and abilities are regularly assessed to ensure they are able to engage families while maintaining a professional rapport.
- Ongoing staff development/training on the FTF Parent Outreach and Awareness Standards of Practice principles is provided.
- Ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally is provided.
- Supervisors work with staff to prepare professional development plans.

Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.

1. Mechanisms to assess program effectiveness and ability to implement quality improvements must be demonstrated.
2. Participation in data collection and reporting of performance measures to First Things First is required.

B. Branding and Earned and Paid Media Standards

1. All parent outreach and awareness activities will adhere to the FTF communications guidelines including branding protocols which can be found in the [First Things First Communications Toolkit](#). The toolkit is a “living document” and is not meant to be downloaded. Appendix One to this document outlines the Table of Contents of the Communications Toolkit and provides readers a comprehensive view of the tools available.

2. Earned media activities are to center around various topics that raise parent awareness, including: identification of an awareness gap as a community issue to be addressed; announcement of a new program or service to help change a parent's behavior; new or updated research about the behavior identified for change; milestones achieved in changing behaviors; and/or a success story about a specific child or family benefitting from a service. All earned media must include: early childhood information that illustrates how the behavior change benefits the education/health of young children and information on how to access additional information or support in changing the behavior. See the FTF branding protocols for additional requirements.
3. Paid advertising must be research-based, outcome focused and professionally developed. Development of such a campaign can cost upwards of \$200,000, in addition to the cost of placing the advertising (actually paying for the billboard, cinema or newspaper ad, television or radio spot, etc.). Advertising that seeks to change behavior requires significant repetition in order to achieve market saturation (ensuring that people see or hear the message enough times to change behavior). In addition, strategies and tactics must be in place to support those who are willing to move from awareness to action (change behavior). Before a paid advertising campaign is utilized as an approach for parent awareness and outreach the following information is necessary:
 - Information about the root cause of the issue to be addressed (is it really a need for awareness, or something else);
 - Is the source of the information credible (specific issue or anecdotal information);
 - Evidence that the paid advertising will change this behavior;
 - Sufficient resources are available to achieve the saturation required to effect change; and
 - Strategies/tactics that will be implemented in addition to the paid advertising that will support behavior change (moving from awareness to action).

When an existing paid advertising effort is being utilized, information on the following is required:

- Length of time the current creative has been used;
- The financial investment in the current campaign and where has it been used (specific markets) to determine effectiveness for the target population and geographic region proposed under this strategy;

- Evidence that the campaign has had an impact on behavior AND in the markets where the campaign was used (for example, for a campaign that sought to increase immunization rates, did immunization rates go up in that area when the campaign was in use?);
- Identification of other activities that were in place to support the paid advertising campaign and their effect on the impact achieved; and
- Knowledge of and understanding of the ability for co-branding or adding additional calls to action; restrictions on paid media time vs. gratis media time; and, restrictions on copyright use.

C. Cultural Competence

Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society.

- Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them.
- Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program.
- Early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices, and in their preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children.”

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15> ;

<http://www.naeyc.org/positionstatements/linguistic>

- Service providers should understand that individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Director, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments. It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- Programs will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.

Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities.

Exhibit C:

Parent Outreach and Awareness

Data reporting requirements for the Parent Outreach and Awareness Strategy are not yet final for State Fiscal Year 2013. This document was created to inform applicants of possible data requirements and includes information regarding Target Service Units, Performance Measures and a table representing the draft data reporting fields.

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Parent Outreach and Awareness**, the units of service are:

- Number of books distributed**
- Number of local resource guides distributed**
- Number of workshops held**
- Number of events held**

Determining and Interpreting Target Service Numbers

Number of books distributed should reflect the total number of books to be distributed for one grant contract period (in most cases, one year). If book distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of local resource guides distributed should reflect the total number of local resource guides to be distributed for one grant contract period (in most cases, one year). If local resource guide distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of workshops held should reflect the total number of workshops for parents targeted to be held for one grant contract period (in most cases, one year). If conducting workshop is not proposed as part of your contract, reflect zero as the target service number.

Number of events held should reflect the total number of events for parents targeted to be held for one grant contract period (in most cases, one year). If conducting events is not proposed as part of your contract, reflect zero as the target service number.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For **Parent Outreach and Awareness**, performance measures are:

Number of books distributed/proposed number

Number of local resource guides distributed /proposed number

Number of workshops held/proposed number

Number of events held/proposed number

Number of children receiving books

Number of adults attending workshops

Number of adults attending event

Number of paid media

Number of earned media

Number of impressions

Number of education reinforcement items distributed

Data Reporting Fields

Parent Outreach and Awareness Data Fields

Book Distribution

Are you contracted to distribute books to children? YES/NO

Are you enrolling children as a part of your book distribution program? If Yes, please complete **Section A**. If No, skip to **Section B** YES/NO

Section A

Number of books distributed TSU

Number of children newly enrolled into book distribution program

Number of children receiving books (continuing and newly enrolled)

Section B

Number of books distributed

Number of children receiving books

Resource Guide Distribution

Are you contracted to distribute resource guide? YES/NO

Number of local resource guides distributed TSU

Education Reinforcement Items Distributed

Number of Education Reinforcement Items Distributed

Type of education reinforcement items distributed (choose all that apply) Audio discs

Are you contracted to do earned media and/or paid advertising

Number of Earned Media

Type of earned media (e.g. paper, radio)

Number of paid advertising

Number of impressions by each type of paid advertising Billboard

Frequency of paid advertising Billboard

Are you a program that conduct workshops for parents

Number of workshops held TSU

Number of adults attending workshop

topic check box text

number of workshop cancelled

Events Held

Number of events held TSU

Number of adults attending events

topic check box (diaper drive, health fair)

Exhibit D

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Data Security Guidelines for Data Submission to FTF

The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any time

by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPAA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.

*Gila County Library District
Job Title
Early Literacy San Carlos Apache Community Outreach Liaison
Temporary Part-time*

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years. This includes taking the early literacy experience to populations that do not have direct access to a library facility, promoting library services and resources to community groups, with an emphasis on early literacy and reading. The individual will conduct a survey of Kindergarten Teachers of all schools located on the San Carlos Apache Reservation to find out how many children entered school in August 2012 unprepared for reading readiness

ESSENTIAL DUTIES AND RESPONSIBILITIES

- 1. Maintains patron confidentiality in compliance with Arizona state law.*
- 2. Conducts early literacy outreach for parents/caregivers of children, birth to five years.*
- 3. Conducts a survey of Kindergarten Teachers in all schools on San Carlos Apache Reservation.*
- 4. Develops and implements a plan for providing outreach services for assigned areas of San Carlos Apache Reservation by working closely with the County Librarian.*
- 5. Works with schools, daycares, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.*
- 6. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.*
- 7. Seeks out opportunities and makes early literacy presentations to community groups. Focus on groups that include target populations.*
- 8. Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.*
- 9. Prepares monthly reports and forwards as directed.*
- 10. Performs other related and necessary duties as assigned.*

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Must have a current driver's license valid in the State of Arizona and a vehicle to do site visits.*
- Must live on San Carlos Apache Reservation.*
- Education and/or experience in early literacy programming.*
- Proficiency with word processing and email.*
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks*

REPORTING RELATIONSHIPS

Reports to: County Librarian, Library Assistant Senior

**GILA COUNTY, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2011**

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number	Expenditures
U.S. Department of Agriculture			
Passed through the Arizona Department of Health Services			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	HG881141, HG050277	\$ 354,876
Commodity Supplemental Food Program	10.555	HG881159-2, HG881159-3	6,003
Secure Payments for States and Counties Containing Federal Lands	10.685	N/A - Direct	\$ 1,899,870
Passed through the U.S. Forest Service, Apache-Sitgreaves National Forest			
Secure Payments for States and Counties Containing Federal Lands	10.685	10-DG11030121018	33,980
Secure Payments for States and Counties Containing Federal Lands	10.685	11-DG-11030121-005	483,288
Total Secure Payments for States and Counties Containing Federal Lands Cluster			2,427,148
Passed through the U.S. Forest Service, Tonto National Forest			
Forest Service Pavement Maintenance Project	10.Unknown	None	183,409
Total U.S. Department of Agriculture			2,950,436
U.S. Department of Commerce			
Passed through the Arizona State Library's Archives and Public Records			
Broadband Technology Opportunities Program	11.557	BT0111052010	2,780
U.S. Department of Housing and Urban Development			
Section 8 Housing Choice Vouchers			
Passed through the Arizona Department of Economic Security	14.871	N/A - Direct	320,835
Emergency Shelter Grants Program	14.231	DE111073001	6,682
Passed through the Arizona Department of Housing			
ARRA - Homeless Prevention and Rapid Re-Housing Program	14.282	508-10	144,412
Community Development Block Grant Cluster			
Community Development Block Grant	14.228	180-09	38,767
Community Development Block Grant	14.228	174-10	48,302
ARRA - Community Development Block Grant	14.255	112-10R	87,704
Passed through the City of Globe			
Community Development Block Grant	14.228	146.09	9,483
Total Community Development Block Grant Cluster			184,256
Total U.S. Department of Housing and Urban Development			655,685
U.S. Department of the Interior			
Payments in Lieu of Taxes			
Passed through the U.S. Forest Service, Tonto National Forest	15.226	N/A - Direct	3,023,345
Challenge Coal Shares	15.239	09-CS-110301200-015	124,604
Total U.S. Department of the Interior			3,147,949
U.S. Department of Justice			
Passed through the Arizona Criminal Justice Commission			
Crime Victim Compensation	16.676	VC-11-052	9,495
Justice Assistance Grant Program Cluster			
Edward Byrne Memorial Justice Assistance Grant Program	16.738	VA-11-020	17,900
ARRA - Edward Byrne Memorial Justice Assistance Grant	16.803	DC10-027, DC-10-038	371,520
Total Justice Assistance Grant Program Cluster			388,120
Total U.S. Department of Justice			388,120
U.S. Department of Labor			
Passed through the Arizona Department of Economic Security			
Workforce Investment Act Cluster:			
WIA Adult Program	17.258	DE091206001, DE111008001, DE101045001	605,844
WIA Youth Activities	17.259	DE091206001, DE111008001, DE101045001	618,732
WIA Dislocated Workers	17.260	DE091206001, DE111008001, DE101045001	1,163,182
ARRA WIA Adult Program	17.288	DE091206001, DE111008001, DE101045001	101,467
ARRA WIA Youth Activities	17.259	DE091206001, DE111008001, DE101045001	51,138
ARRA WIA Dislocated Workers	17.280	DE091206001, DE111008001, DE101045001	234,664
Total Workforce Investment Act Cluster			2,679,925
Incentive Grants - WIA Section 603	17.287	DE070285001, DE091206001, DE061287001, E5706004	37,721
Total U.S. Department of Labor			2,717,646

(Continued)

See accompanying notes to schedule of expenditures of federal awards.

(6)

**GILA COUNTY, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2011**

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number	Expenditures
U.S. Department of Transportation			
Passed through the Arizona Department of Transportation			
Highway Planning and Construction	20.205	IGA/JPA 08-1321, IGA/JPA 10-161	\$ 1,416,023
ARRA Highway Planning and Construction	20.205	IGA/JPA 09-128	38,806
Total U.S. Department of Transportation			<u>1,452,829</u>
Federal Library Services Technology Act			
Passed through the Arizona State Library, Archives and Public Records			
Library Services and Technology Grant	45.310	2010-300098-01, 2010-30048-4, 11-A-4	68,000
U.S. Department of Energy			
Passed through the Arizona Department of Commerce			
Weatherization Assistance for Low Income Persons	81.042	C052-09-02, G043-10-02	241,164
ARRA - Weatherization Assistance for Low Income Persons	81.042	C057-08-02	640,319
Total U.S. Department of Energy			<u>1,081,563</u>
U.S. Department of Education			
Impact Aid			
Impact Aid	84.041	N/A - Direct	134,738
Passed through the Arizona Governor's Office of Economic Recovery			
ARRA - State Fiscal Stabilization Fund	84.384	GOER-FY2010-808-E	\$ 18,034
ARRA - State Fiscal Stabilization Fund	84.384	OER-11-IGA-GS-30	230,769
ARRA - State Fiscal Stabilization Fund	84.384	OER-11-IGA-GS-143	50,000
Total ARRA - State Fiscal Stabilization Fund Cluster			<u>298,803</u>
ARRA - Education Jobs Fund	84.410	ISA OER-11 ISA-EJ-001	28,327
Passed through the Arizona Department of Education			
Title I Grants to Local Educational Agencies			
English Language Acquisition Grants	84.010	S010A090003	38,752
Mathematics and Science Partnerships	84.385	S385A090003	12,953
Adult Education - Basic Grants to States	84.386	S363B090003, S3863090003	428,614
Rural Education	84.002	V002A100003	71,895
Rural Education	84.358	S358B090003	1,614
Passed through the Arizona Department of Education			
Special Education Cluster:			
Special Education - Grants to State	84.027	H027A100007	14,759
ARRA Special Education	84.201	H391A090007	134
Passed through the Arizona Supreme Court			
Special Education - Grants to State	84.027	IGA	31,077
ARRA Special Education	84.391	IGA	7,820
Total Special Education Cluster			<u>53,770</u>
Passed through the Arizona Department of Education			
Education Technology State Grant Cluster:			
Education Technology State Grants	84.318	S318X090003	172
ARRA - Education Technology State Grants	84.388	S363A090003	484
Passed through Pima County			
Enhancing Education Through Technology	84.318	11FET6TP-160950-02A	72,093
Total Education Technology State Grant Cluster:			<u>72,749</u>
Passed through the Arizona Supreme Court			
Title I Program for Neglected and Delinquent Children	84.019	26323	20,246
Improving Teacher Quality State Grants	84.387	S387A090049	
Improving Teacher Quality State Grants	84.387	29823	6,718
Passed through the Arizona Department of Education			
Improving Teacher Quality State Grants	84.387	S387A00049	83,135
Total Improving Teacher Quality State Grants			<u>89,863</u>
Total U.S. Department of Education			<u>1,347,327</u>
U.S. Department of Health and Human Services			
Passed through the Arizona Department of Health Services			
Public Health Preparedness & Response for Bioterrorism	93.009	HG754195	248,052
Affordable Care Act Abstinence Education Program	93.235	E1H38959	1,000
Immunization Grants Cluster:			
Immunization Grants	93.263	HG8528428-0	25,000
ARRA Immunizations	93.712	HG854284	23
Total Immunization Grants Cluster			<u>25,023</u>
HIV Prevention Activities - Health Department Based	93.040	HG852277-1	4,858
Maternal and Child Health Services Block Grant, Special Needs	93.094	HG854248-2, HG854248-3, HP981245-003	21,856

(Continued)

See accompanying notes to schedule of expenditures of federal awards.

(7)

**GILA COUNTY, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2011**

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number	Expenditures
U.S. Department of Health and Human Services (Continued)			
Passed through the Arizona Department of Economic Security			
Temporary Assistance for Needy Families	93.556	DE111073001	\$ 189,297
Child Support Enforcement	93.563	DES06728-1, DE111165001	1,109,027
Low-Income Home Energy Assistance	93.568	DE111073001	333,197
Community Services Block Grant Cluster:			
Community Services Block Grant	93.698	DE111073001	\$ 93,263
ARRA - Community Services Block Grant	93.710	DE111073001	<u>21,375</u>
Total Community Services Block Grant Cluster			114,638
Social Services Block Grant	93.987	DE111073001	19,172
HIV Care Formula Grants	93.917	HP652141-001-0	68,479
Total U.S. Department of Health and Human Services			<u>2,052,834</u>
U.S. Department of Homeland Security:			
Passed through the Arizona Department of Homeland Security			
Homeland Security Grant Program	97.087	777305-01, 777305-02, 444307-02	162,769
Passed through the Arizona Department of Emergency Services and Military Affairs			
Emergency Management Performance Grant	97.042	EMW-2011-EP-APP-00006 EMP-2011 RC-001-ADEM RFC-09 AZ- 2010	192,127
Total U.S. Department of Homeland Security			<u>354,925</u>
Total Expenditures of Federal Awards			<u>\$ 16,130,450</u>

See accompanying notes to schedule of expenditures of federal awards.
(8)

First Things First Notice of Renewal Consideration

DATE: March 6, 2014
TO: Gila County Library District
FROM: Marjorie Bennett
Fiscal Specialist
RE: Renewal Information for Fiscal Year 2015

The current Fiscal Year (FY) 2014 grant awards are approaching renewal consideration from the First Things First San Carlos Apache Regional Partnership Council. Receipt of this packet does not guarantee renewal of the grant award; it indicates eligibility for renewal consideration. First Things First may renew grant awards based on a number of factors including past performance and response to this renewal package.

If renewed, the responsibility for adherence to all rules, regulations and terms and conditions set forth in the original Request for Grant Application (RFGA) or grant agreement will remain in effect for the contract period. This includes compliance with the appropriate standards of practice, program implementation, as well as timely submission of data and narrative reports and financial reimbursements.

The renewal package includes instructions and the following attachments:

- Attachment A - Program Implementation Questions
- Attachment B - Program Implementation Plan
- Attachment C - Line Item Budget and Budget Narrative
- Attachment D - Key Personnel
- Attachment E - Disclosure of Other Funding
- Attachment F - First Things First Standard Agency Information Collection Form

The completed renewal package (Attachments A-F) must be received no later than 3:00 PM on April 4, 2014. Submit via email tombennett@aztf.gov. Electronic submission is preferred but if sending by standard mail, please send to my attention, First Things First, 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012.

Once received, responses will be reviewed and funding recommendations will be made to the San Carlos Apache Regional Partnership Council and the Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations. Grant awards will be in effect from July 1, 2014 through June 30, 2015.

For questions, please contact me via email or phone, (602) 771-5084.

Thank you.

First Things First Grant Renewal Instructions

July 1, 2014 – June 30, 2015

The following First Things First (FTF) grant is eligible for renewal by extending the current FY 2014 grant award. Programs in FY 2015 cannot be different in scope than from what was originally awarded.

Grantee Name:	Gila County Library District
FTF Grant Number:	GRA-RC029-13-0533-01-Y2
Strategy Name:	Parent Outreach and Awareness
Data Template(s) Assigned:	Parent Outreach and Awareness
Eligible Renewal Amount:	\$ 70,000.00
	The amount is subject to change pending legal and procurement review at First Things First. If a different amount is approved for renewal, an updated line item budget & budget narrative will be required.

The renewal package includes the completion and submission of Attachments A-F.

Program Implementation Questions(Attachment A)

Provide a narrative response to each question in Attachment A.

Program Implementation Plan (Attachment B)

Provide an updated implementation plan for FY 2015. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

2015 Budget Forms (Attachment C – must include both the line item budget and budget narrative)

Key Personnel(Attachment D)

List all staff that will be paid from this grant program during FY 2015. The staff listed should correspond with your line item budget and budget narrative. Submit resumes for any new staff or for those that have not yet been submitted to First Things First.

Disclosure of Other Funding Sources (Attachment E)

List any other funding utilized for this program administered by your agency.

First Things First Standard Agency InformationCollection Form (Attachment F)

FTF Regional Boundary Changes: Regional boundary changes that impact the North Phoenix, Central Phoenix, South Phoenix, Northeast Maricopa, Central Maricopa, Central Pima, North Pima and South Pima regions will go intoeffect July 1, 2014. Any grant that is approved for renewal in the affected regions will continue to serve the same geographic area they were originally awarded to serve, with the expectation of maintaining current service delivery and service numbers from FY14 into FY15, unless otherwise indicated.

Standards of Practice Updates: Utilization of the Standards of Practice are part of the requirements for all awarded grants and represent the intent for how specific strategies are to be implemented. Prior authorization is needed if the program deviates from the Standards of Practice. Grantees are responsible for reviewing and implementing the most recent versions of the Standards of Practice, located in the FTF Strategy Toolkit, <http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>.

Model Programs that Require Certification and Accreditation: It is the responsibility of the grantee to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their national office and/or administrative home for cost information, if applicable.

Compliance with State and Federal Law: As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the grant period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp.

Quality Assurance: It is the intent that each FTF grantee receives a targeted quality assurance (QA) visit within the cycle of their full grant period. The findings from targeted QA visits will also be used to assess grantee/program performance for renewal considerations. A grantee's performance is reviewed individually and not in comparison with other grantees when considerations are made.

Program Performance and Data Reporting Requirements: First Things First provides program information to the public, regional partnership councils, and the Board of First Things First. The information regularly provided includes data related to performance measures and target service units; prior program performance, including QA findings; information provided in program narrative reports; and financial/expenditure information. Regional partnership councils utilize this information in strategic planning efforts, to identify annual funding priorities, to assist with renewal decisions, to develop new or modified strategies, to review the impact of programs in the region and state, and to highlight achievements in system building.

Grantee Data Reporting Requirements are identified in each grant award and can be accessed in the FTF Strategy Toolkit, <http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>. Please review the latest Data Reporting Requirements in preparation for implementation upon grant renewal.

Renewal Package Due Date: The renewal package must be received no later than 3:00 PM on April 4, 2014. Submit via email or standard mail to:

Marjorie Bennett, Fiscal Specialist
Michael Strawther, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
mbennett@azftf.gov
mstrawther@azftf.gov
(602) 771-5084

Attachment A

Program Implementation Questions

1. Provide a brief narrative description of your current approved program and your plan for continuation in SFY15, including context for the activities listed in the Program Implementation Plan. (Attachment B)

Gila County Library District and the San Carlos Library will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs that provide training to parents about the importance of early literacy development for young children from birth through age five. The Community Liaisons and the Children's Programming Coordinator will conduct outreach in locations where parents of children ages birth to five years might be found. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail addressed to the child. Gila County Library District will persist in its collaborative efforts striving to reach as many parents/caregivers of children birth through age 5 with our Early Literacy message as possible.

Gila County policy requires all grants to include 10% for indirect costs, including financial accounting, auditing, and general administrative costs. We have included the maximum allowable 10% for indirect costs in this grant.

2. If applicable, explain any proposed modifications for SFY15, including the change(s) to be made, how they were determined to be necessary, and how they will contribute to the success of your program. Please note that program modifications cannot deviate from the original scope of work or applicable standards of practice.

In addition to the current push to locate parents of children ages birth through five years for enrollment in the Dolly Parton Imagination Library Books Program, Gila County Library District would like to propose the following modifications moving forward in FY 2015.

- Increase staff by one part-time Community Liaison for the Bylas area. This staff person would answer to the Library District Librarian. This modification would aid in meeting the requirements of better serving the whole reservation. Bylas residents would respond better to someone from their locale. In addition this modification would provide more opportunities for reinforcement of the important message of Early Literacy to the Bylas parents of children birth to five years of age. This would be a temporary-part-time position of 5 hours per week at \$17.25 per hour. Preference would be given to hiring a person who lives in the Bylas area.

- The current Community Liaison will continue to canvass the San Carlos and Peridot areas while the Early Literacy Programming Coordinator will conduct Parent/Child Workshops throughout the reservation.
 - Due to the amount of Library District staff time spent directly implementing the strategy for this grant, beginning in FY 2015 the District will be charging this grant 16% of the Salary and Employee Related Expenses of the Public Services Librarian.
 - Over the last one and one-half years, each month an average of 9 children have graduated from the Dolly Parton Imagination Library Program because they reached their fifth birthday. This leaves a gap in the First Things First Parent Outreach Strategy of twelve months of non-service. This coming year the Gila County Library District would like to add a new element to our grant that we feel falls within the Scope of Work. We would like to purchase a subscription to an award winning publication for each of the children graduating from the program. We feel that this would extend the parent/child interaction through the gap. The magazines of choice would be LADYBUG and CLICK. LADYBUG offers 40 pages of enchanting stories and poems to read aloud that are just the right length for a cozy cuddle. CLICK introduces children to science, art, nature, and environmental issues. Ladybug would be the primary magazine with Click being a second choice in families of two children of the same age (twins).
 - Gila County Library District, with the help of the Community Liaisons and the Early Literacy Program Coordinator, will continue a one-on-one satisfaction survey of parents with children enrolled in the Imagination Library Program in the early spring of 2014.
3. Describe how the program data will be utilized to improve program implementation. Include assurances that data collection and submission will be timely and ongoing.

Gila County Library District will continue to collect data from the Dolly Parton Imagination Library Book Order Program, our Community Liaisons, and the San Carlos Public Library Staff. This data will be used to concentrate efforts to find children that have not yet been registered in the program. Data collected from the upcoming parent survey this spring will help us to understand if our program is effective, and we will be able to make adjustments as necessary.

ZIP CODES	2010 U.S. CENSUS CHILDREN UNDER 5 YR	IMAGINATION LIBRARY REGISTRATIONS*	% SERVED
85530 (BYLAS)	237	105	44
85542 (PERIDOT)	409	184	45
85550 (SAN CARLOS)	557	426	77

* The table above shows the number of children ages birth to five years that have been registered in Imagination Library.

Attachment B

Program Implementation Plan
2015

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline
Hire Community Liaison and Children's Programming Coordinator	Recruit BylasLiaison and rehire San Carlos Liaison and Early Literacy Program Coordinator	Jacque Griffin/Gila County HR Dept.	July 2014
	Hire BylasLiaison	Jacque Griffin/Gila County HR Dept.	July 2014
	Add new staff to FTF PGMS	Public Services Librarian	July 2014
Promotion of Early Literacy Programming in Communities of San Carlos Apache Reservation Registration of Children into Imagination Library	Mandatory meeting between GCLD Library Staff, San Carlos Librarian, Children's Coordinator, and Liaisons to plan the promotion of Early Literacy Programming	Jacque Griffin/Public Services Librarian	July 2014
	Register Children for Imagination Library	Community Liaisons	July 2014 through June 2015
	Locate Venues for reaching children whose parents don't come to the library	Community Liaisons	July 2014 through June 2015
San Carlos Apache Regional Partnership Council Meetings	Join San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative and attend scheduled meetings.	Community Liaisons Gila County Library District Staff	Bi-monthly meetings
Early Literacy Programming	Hold "Baby Time Brain Time" at San Carlos Library	Children's Programming Coordinator	Weekly
	Hold "Baby Time Brain Time" in Bylas (Place to be determined)		Monthly
	Hold Pre-school Child/Parent Story Time at San Carlos Library		Weekly
	Hold Early Literacy Programs at Community Venues as yet to be determined		Weekly
	Data Input for new registrations	Public Services Librarian/Community Liaisons	Monthly
Input Imagination Library Registrations into Dollywood Foundation Site	Data updates for change of address	Public Services Librarian	Monthly
	NCOA Alerts for "Bad" addresses	Public Services Librarian	Monthly
	Process invoices for book orders from Dollywood Foundation Imagination Library	Public Services Librarian	Monthly
Invoicing	Process all other invoices for Early Literacy programming	Public Services Librarian	As the need arises
	Input Paid Invoices to First Things First	Public Services Librarian	Monthly
	Report Trainings to District Staff	Liaison	Monthly
	Upload Data Report to FTF	Public Services Librarian	Monthly
Data / Narrative Reports	Upload Narrative Report to First Things First	Public Services Librarian	Quarterly
	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Liaisons	August 2014

Evaluation	Evaluate Survey Responses	Liaisons	September 2014
	Include Survey results in quarterly report	Public Services Librarian	October 2014
Satisfaction Survey to Parents	Distribute Survey to parents of children registered as of February 1 st during 4 th qtr.	Liaisons and Early Literacy Coordinator Public Services Librarian	April 2015
	Receive surveys and report on results	Public Services Librarian	June 2014
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Public Services Librarian, Community Liaison	As often as possible when the occasions arise
	Continue one on one training w/parents	San Carlos Librarian, Community Liaison	Daily as the need arises

Attachment C (Instructions)

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period July 1, 2014 through June 30, 2015 using the template provided. Please make sure to include the provided budget narrative which describes the proposed line item budget.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Requested funds must follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received prior to the implementation of any of the modifications.

Attachment C (Continued)

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. Please include one narrative that matches the 12-month line item budget categories and subcategories.

Personnel Services: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.

The Public Services Librarian spends approximately 16% of their time annually as staff for this grant. This is direct staffing, and includes data input for new registrations to the Imagination Library, data updates for address changes, collection of statistics from libraries and Liaisons, processing invoices, ordering and distributing first books, tracking timesheets for the Liaisons each week, monthly reimbursements and quarterly reports. In addition, this position will be responsible for subscribing to magazines for the 'Graduates' each month. In an attempt to more accurately reflect the true cost of staffing this grant, 16% of the Public Services Librarian salary will be allocated to this grant. Gila County Library District is in the process of advertising for this position, and it is anticipated that beginning salary will likely be approximately \$32,000.00 - the figure used to create this budget.

$$32,000 \times 16\% = \$5,120.00$$

Community Liaison for San Carlos and Peridot Reservation Communities will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.85% and tax withheld as determined by the employee) The Community Liaison will be working 12 hours per week x 52 weeks= \$10,764.00.

Community Liaison for Bylas will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.85% and tax withheld as determined by the employee). This liaison will work 5 hours per week x 52 weeks = \$4,485.00.

Early Literacy Program Coordinator will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.65% and tax withheld as determined by the employee). The program Coordinator will be working 12 hours per week x 52 weeks = \$10,764.00

Total for Personnel Services:

\$31,133.00

Employee Related Expenses: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Gila County provides matching funds for:

FICA at 6.2%	\$1,930.25	
Medicare at 1.45%	451.43	
Workers Comp. Insurance at .20%	<u>62.27</u>	
		\$2,443.95

In addition, Health Insurance (calculated at 16% of \$7,800) and the County's contribution for Arizona State Retirement (calculated at 26% of \$3,712) is included, as follows:

Health Insurance	\$1,248.00	
Arizona State Retirement	<u>593.92</u>	
		\$1,841.92

Total for Employee Related Expenses: \$4,285.87

Professional and Outside Services: If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.

Professional and Outside Services: If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.

Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. This assumes an average rate of \$28.00/year per child with an estimated goal of 685.4 children. (Not all children get 12 books as they are not all registered from day one of the grant period.)

Total for Professional & Outside Services: \$19,190.83

Travel: Separate travel that is in state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants must use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel).

Travel monies will be set aside for the Community Liaisons and the Early Literacy Program

Coordinator to travel from their community to Globe in order to meet with the Gila County Library District Director to complete plans for the awareness campaign and to insure that there is a unified message presented to the prospective parents/ caregivers. Travel monies will also be reserved for travel for the Community Liaisons and the Early Literacy Program Coordinator to do outreach in the communities of Cutter, Peridot and Bylas at least once a month.

Travel for outreach 2150miles @ .44 ½ per mile = \$956.75

Total for Travel: \$956.75

Aid to Organizations or Individuals:In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives

Due to the lag time in receiving a book (6-8 weeks), we would like to continue to give every child a promo-age appropriate book so that parents can begin practicing the early literacy skills learned as soon as possible.

320 Promo-Library Books @ 5.25 average:	\$1,680.00
Shipping:	100.00
Graduate Magazine Subscriptions:	\$3,780.00
(Average 9 per month per year at \$35.00/ea.)	
1000 Registration Brochures in English:	\$450.00
(A vivid, 4 color registration brochure with a complete description of the program and room to include sponsor names and logos)	
Craft Supplies for workshops:	\$718.74
(Colored paper, manila paper, crayons, markers, glue sticks, play dough, tempera paint, scissors, brushes, etc.)	
800 Parent Survey Printing (letters, postcards):	\$216.18
Nutritious food snacks for workshops:	\$1,125.00
(75 workshops @ \$15ea.)	

All workshops are for community participants. Nutritious snacks are for parents and children to encourage attendance and participation at community workshops held primarily by the Children’s Programing Coordinator

Total for Other Operating Expenses:	\$8,069.92
-------------------------------------	------------

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Administrative/Indirect Costs:Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

Option A - Administrative Costs: with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

Option B - Federally Approved Indirect Costs: If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Total of Administrative Costs: \$6,363.63

Authorized signature _____ Date _____

Attachment D

Key Personnel

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: TBA Title: Community Liaison FTE on this project: .30	Community Liaison for San Carlos and Peridot, and surrounding areas. Must be familiar with local communities and events.
Name:TBA Title: Children's Program Coordinator FTE on this project: .13	Knowledge of Early Literacy Programming. Communicates well with Adults and Children alike.
Name: TBA Title: Community Liaison FTE on this project: .30	Community Liaison for Bylas. Must be familiar with community.
Name: TBA Title: Public Services Librarian FTE on this project: .16	Grant Administration, Financial, Program, Evaluation Contact for FTF PGMS
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

*In addition, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key personnel involved in the project and listed above. If awarded and there is a change in staff or a vacant position filled, a Staff Change Notification form and resume must be uploaded via the Communication Log in PGMS within 14 days of hire.

KEY PERSONNEL INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

Gila County Library District
Job Title
Early Literacy Community Outreach
Temporary Part-time

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years. This includes taking the early literacy experience to populations that do not have direct access to a library facility, promoting library services and resources to community groups, with an emphasis on early literacy and reading.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains patron confidentiality in compliance with Arizona state law.
5. Conducts early literacy outreach for parents/caregivers of children, birth to five years.
6. Develops and implements a plan for providing outreach services for assigned areas of Gila County by working closely with the County Librarian.
7. Works with schools, daycare centers, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.
8. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.
9. Seeks out opportunities and makes early literacy presentations to community groups. Focus on groups that include target populations.
10. Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.
11. Prepares monthly reports and forwards as directed.
12. Performs other related and necessary duties as assigned.

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Must have a current driver's license valid in the State of Arizona and a vehicle to do site visits.
- Education and/or experience in early literacy programming.
- Proficiency with word processing and email.
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks

REPORTING RELATIONSHIPS

Reports to: County Librarian, Public Services Librarian

Gila County Library District
Job Title
Children's Programming Coordinator
Temporary Part-time

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate weekly early literacy programming in the San Carlos Public Library and other community venues for parents of children ages birth to five years. This includes Baby Time Brain Time and Pre-school Story Time with parent and child.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains patron confidentiality in compliance with Arizona state law.
2. Conducts early literacy outreach for parents/caregivers of children, birth to five years at San Carlos Library and other community venues weekly.
3. Develops and implements a plan for providing Baby Time Brain Time and Pre-School Story Time at San Carlos Library and other community venues weekly.
4. Works with schools, daycare centers, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.
5. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.
6. Seeks out opportunities and makes early literacy workshops to community groups. Focus on groups that include target populations.
7. Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.
8. Prepares monthly reports and forwards as directed.
9. Performs other related and necessary duties as assigned.

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Education and/or experience in early literacy programming.
- Proficiency with word processing and email.
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks

REPORTING RELATIONSHIPS

Reports to: County Librarian, Public Services Librarian

Attachment E

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
TOTAL:			

*Should include only those funds that will support the program detailed the awarded First Things First grant award

Attachment F

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Parent Outreach and Awareness

Agency Gila County Library District Contact Person Jacque Griffin

Address 1400 E Ash St Position Library District Director

Address _____ Email jgriffin@gilacountyaz.gov

City, State, Zip Globe, AZ 85501 Phone 928-402-8770 Ext _____

County Gila Fax 928-425-3462

Employer Identification Number: 86-6000444

Agency Classification: State Agency County Government Local Government Schools
 Tribal Faith Based Non Profit Private Organization Other

Have you previously conducted business with First Things First using this EIN? Y N

If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp,
download the State of Arizona Substitute W-9 Form, and submit with your application

Congressional district (federal) in which agency provides most services: District # 1,4

Legislative district (state) in which agency provides most services: District # 6,7,8

Go to <http://www.azredistricting.org> and click on Final Maps to identify your
Congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 0.00

Agency's fiscal year-end date: June 30th

Agency's accounting method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y N

Contact information for firm conducting agency audit:

Audit firm: Moss-Adams

Address: 8800 E. Raintree, Suite 210 Scottsdale, AZ 85260

Phone: 480-444-3424

B. Proposed Program Information / Description:

Amount requested: \$70,000

Service area of proposed program: San Carlos Apache Indian Reservation (Zip Codes 85530, 85542, 85550)

Target population of proposed program: 1203 (Reference 2010 U.S. Census Data)

Lead Strategy - Parent Outreach and Awareness

There are assigned Service units for the strategy award from First Things First. Given the Listed Service Unit, provide a contracted number for FY 14.

Number of books distributed: 14,436

Number of events held: _____

Number of resource guides distributed: _____

Number of workshops held: 75

Important Items to note:

- If you are providing a different contracted service number than what was contracted in FY 14, provide a brief description explaining the change.
- If you are not providing services for a particular service unit within a strategy that has more than one service unit, please indicate "NA."
- A complete listing of First Things First Target Service Unit descriptions can be found in PGMS under the Grantee Resources folder.

Please provide a brief description (250 words or less) of the proposed program. This description will be used by First Things First for all public information regarding the grant.

Gila County Library District and the San Carlos Library will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs that provide training to parents about the importance of early literacy development for young children birth through age five. The Community Liaisons and the Children's Programming Coordinator will conduct outreach in locations where parents of children ages birth to five years of age might be found. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail addressed to the child. Gila County Library District will persist in its collaborative efforts striving to reach as many parents/caregivers of children birth through age 5 with our Early Literacy message.



Contact Information:

For each contract in the Partner and Grants Management System (PGMS), there are four contact slots available that provide a varying degree of access. The four slots are the Main Contact (all access), the Program Contact (access to narrative and data reports), the Evaluation Contact (access to only data reports) and the Finance Contact (budget and reimbursements.) The same person may be assigned to more than one slot.

Main Contact: This person has overall responsibility for ensuring the program is successfully implemented and will have access to all financial, programmatic, and data reports in PGMS.

Main Contact: Jacque Griffin

Position: County Librarian

Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

Email: jgriffin@gilacountyaz.gov

Phone: 928-402-8770 Ext. _____ Fax: 928-425-3462

Program Contact: This person has responsibility for the regular program operations. They will be able to access program narrative and data reports in PGMS.

Program Contact: TBA

Position: Public Services Librarian

Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

Email: _____

Phone: 928-402-8768 Ext. _____ Fax: 928-425-3462

Financial Contact: This person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to access financial information in PGMS.

Financial contact person: TBA

Position: Public Services Librarian

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: _____

Phone: 928-402-8768 Ext. _____ Fax: _____

Evaluation contact information: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: TBA

Position: Public Services Librarian

Address: 1400 E Ash St.

City, State, Zip: Globe, AZ 85501

Email: _____

Phone: 928-402-8768 Ext. _____ Fax: _____

PGMS Training

If any of the contacts are new or in need of technical assistance with PGMS, please indicate the type of training and which contact:

<input checked="" type="checkbox"/> Accessing/Navigating PGMS	Contact(s): <u>new Public Services Librarian, when hired.</u>
<input checked="" type="checkbox"/> Narrative/Data Report Entry	Contact(s): _____
<input checked="" type="checkbox"/> Reimbursements/Budget Modifications	Contact(s): _____
<input checked="" type="checkbox"/> Other: _____	Contact(s): _____

ARF-2620

Regular Agenda Item 4. P.

Regular BOS Meeting

Meeting Date: 06/24/2014

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

Submitted By: Jacque Griffin, Asst. County
Manager/Librarian, Asst County
Manager/Library District

Department: Asst County Manager/Library District Division: Library District

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates July 1, 2014 -June 30, 2015 Grant?: Yes

Begin & End:

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

First Things First Grant Renewal GRA-004-14-0616-01-Y2 Gila Early Literacy Grant.

Background Information

On April 1, 2014, the Gila County Library Board of Directors gave authorization to apply for this Grant Renewal. This is a continuation of the Library District's early literacy initiative. The total grant renewal award is for \$85,000 to be used for parent education within each community and to enroll children ages birth to five in the Imagination Library Program, which mails an age appropriate book each month to each enrolled child. In addition, children who turn five during the grant year, will be registered to receive an age appropriate magazine mailed to their home for one year. This grant also provides for temporary part time Community Outreach Liaison's to provide parent contact and education throughout the service area.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the library and the community on the importance of early literacy skills and the importance of reading to children. The Community Outreach Liaisons have worked throughout the region to contact parents and provide information and enroll children in the program. To date, there are 1,644 children enrolled and receiving books monthly in the Gila Region service area. The libraries in the Gila Region have held 135 Early Literacy themed workshops and programs in the first three quarters of the current fiscal year.

Conclusion

This grant allows the Library District the opportunity and ability to provide early literacy training and materials to families and children ages birth through five years within the Gila Region Service area. This grant has a goal of providing materials to 1,800 children.

Recommendation

Gila County Library District recommends that the Board of Directors approve and accept this Grant Renewal between the Gila County Library District and the Gila Regional Partnership Council, and the Arizona Early Childhood Development and Health Board (First Things First) in the amount of \$85,000 for the period of July 1, 2014 through June 30, 2015.

Suggested Motion

Information/Discussion/Action to approve and accept Grant Renewal Amendment
GRA-RC004-14-0616-01-Y2 Gila Parent Outreach and Awareness which is a "Community-Based
Literacy Grant" in the amount of \$85,000 for the period July 1, 2014, through June 30, 2015. **(Jacque
Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and re-convene
as the Gila County Board of Supervisors)**

Attachments

Renewal Gila Early Literacy

County Attorney Legal Explanation

Original Grant GRA-RC04-0610-01

Grant Application GRA-RC04-14-0616-01



FIRST THINGS FIRST
Ready for School. Set for Life.

Grant Renewal Amendment

2015 Grant Award
GRA-RC004-14-0616-01-Y2
Gila
Parent Outreach and Awareness

Page
 1
 of
 1

Early Childhood Health and
 Development Board (First
 Things First)

4000 North Central
 Avenue, Suite 800
 Phoenix, Arizona 85012

(602) 771-5000
 (602) 265-0009 fax

CONTRACTOR:

Gila County Library District
 1400 E. Ash St.
 Globe, Arizona 85501

PURPOSE OF AMENDMENT:

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal start date is July 1, 2014 and end date is June 30, 2015.
2. Total award amount for the contract period is \$85,000.00
3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.
4. All other terms and conditions remain unchanged.

Contractor hereby acknowledges receipt and understanding of the contract amendment.

Signature _____

Name Michael A. Pastor

Title Chairman, Gila County Board of Supervisors

Date June 24, 2014

The above referenced amendment is hereby executed effective July 1, 2014 once signed and dated below:

 Josh Allen
 CFO/COO

 Date

Approved as to form:

Date: June 24, 2014

 Bryan Chambers, Deputy County Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

GRANTEE AGREEMENT

GRA-RC004-14-0616-01

Between The
**Gila Regional Partnership Council,
Arizona Early Childhood Development and Health Board
(First Things First)**
And
GILA COUNTY LIBRARY DISTRICT

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the Gila Regional Partnership Council (hereinafter referred to as the grantor) with the responsibility of administering funds.

THEREFORE, it is agreed that the grantor shall provide funding to Gila County Library District (hereinafter referred to as the grantee) for services under the terms of this grant.

I. Purpose of the Grant

The purpose of this grant is to specify the responsibilities and procedures for the grantee role in administration of funds provided by First Things First.

II. Term of the Grant, Renewal

- A. This is a 12 month contract and shall become effective on July 1, 2013 and shall terminate on June 30, 2014. This grant is renewable for two (2) additional twelve (12) month periods, total funds available are \$65,000 for the first funding period, and renewal will be contingent upon satisfactory contract performance, evaluation and continued available funding.
- B. This grant shall not bind nor purport to bind the grantor for any contractual commitment in excess of the original grant period.

III. Description of Services

The grantee shall provide the following services for the grantor as approved and summarized below:

- A. All parents and families can benefit from an increased awareness of early childhood development including early language and emergent literacy and of how to best

support development. (Refer to Exhibit A, Scope of Work Reference, Statement of need, for a full description.)

- B. The First Things First Parent Outreach and Awareness strategy provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. (Refer to Exhibit A, Scope of Work Reference, Description of the strategy and Exhibit B, the Parent Outreach and Awareness Standards of Practice for a full description.)
- C. This strategy will be implemented at local libraries within the Gila region to serve 1,800 children birth to five in the Gila Region through 100 workshops to be held and 21,600 children's books distributed. The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does not include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, or the portion of the San Carlos Apache Indian Reservation within Gila County. (Refer to Exhibit A, Scope of Work Reference, Target Population to serve.)
- D. Adhere to the First Things First Data Collection Target Service Unit Guidance Document (Exhibit C).
- E. Adhere to the First Things First Data Security Guidelines (Exhibit D).
- F. Submit all attachments provided by First Things First (Attachments A – I) and comply with the narrative responses to the Scope of Work questions, the Implementation Plan and approved Line Item Budget.
NOTE: The narrative responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted for review prior to when this grant becomes final and is signed by First Things First. Submission is required by April 1, 2013.
- G. Agencies and departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

IV. Quarterly Program Narrative and Data Submission Reporting Requirements

At a minimum, grantees shall submit quarterly, one Program Narrative Report and three Data Submission Reports (one per month) by the 20th of the month following the quarter via the First Things First Partner Grant Management System (PGMS). Failure to submit timely reports will result in suspension of reimbursement. The reports shall contain such information as deemed necessary by First Things First.

A. Quarterly Programmatic Narrative & Data Submission Reports are due:

1 st Quarter (July 1, 2013 – September 30, 2013)	Due: October 20, 2013
2 nd Quarter (October 1, 2013 – December 31, 2013)	Due: January 20, 2014
3 rd Quarter (January 1, 2014 – March 31, 2014)	Due: April 20, 2014
4 th Quarter (April 1, 2014 – June 30, 2014)	Due: July 20, 2014

The final programmatic report as submitted shall be marked Final.

V. Grant Administration and Operation

- A. **Key Personnel.** It is essential that the grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this grant. The grantee must assign specific individuals to the key positions, when possible or submit an official position description for which candidates must qualify. Once assigned to work under the grant, if key personnel are removed or replaced, written notification (Staff Change Notification Form and applicable resumes) shall be sent to First Things First via the Partner Grant Management System (PGMS) Communication Log.
- B. **Orientation.** A mandatory orientation will be scheduled during the first quarter after awards are made to provide information required to manage the grant.
- C. **Records.** Pursuant to A.R.S. §35-214 and §35-215, the grantee shall retain and shall contractually require each subgrantee to retain all data and other “records” relating to the acquisition and performance of the grant for a period of five years after the completion of the grant. All records shall be subject to inspection and audit by First Things First at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- D. **Confidentiality of Records.** The grantee shall establish and maintain procedures and controls that are acceptable to the grantor for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subgrantee under this grant shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the grant. The grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the grantee as needed for performance of duties under this grant, unless otherwise agreed to in writing.
- E. **Non-Discrimination.** The grantee shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.
- F. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this grant and five (5) years thereafter, the grantee’s or any subgrantee’s books and records shall be subject to audit by First Things First and, where applicable, the Federal Government,

to the extent that the books and records relate to the performance of the grant or subgrant.

In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position #6, expending Federal Grants from all sources totaling \$500,000 or more, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations." If more than \$500,000 has been expended in federal dollars, a copy of the audit report for the previous fiscal year must be submitted with your application.

- G. **Fund Management.** The grantee must maintain funds received under this grant in separate ledger accounts and cannot mix these funds with other sources. The grantee must manage funds according to applicable regulations for administrative requirements, cost principles and audits. The grantee shall maintain proper audit trails for all reports related to this grant. First Things First reserves the right to review all program records.
- H. **Fiscal Responsibility.** It is understood and agreed that the total amount of the funds used under this grant shall be used for the project(s) and scope of work outlined in this grant. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the grantee shall be for only the amount of dollars actually spent by the grantee. For any funds received under this grant for which expenditure is disallowed by an audit exception by the grantor, the state, or federal government, the grantee shall reimburse said funds directly to the grantor immediately.
- I. **Availability of Funds.** If, for any reason, funding in the current state fiscal year is not available, First Things First may take any of the following actions: 1) Accept a decrease in price offered by the grantee; 2) Cancel the grant; or 3) Cancel the grant and re-solicit the requirements.

Funds are not presently available for performance under this grant beyond the current fiscal year. Any future obligation of First Things First under this grant is conditioned upon the availability of funds allocated and awarded for the payment of such obligation. If funds are not allocated and available for the continuance of this grant, this grant may be terminated by First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- J. Advertising, Publishing and Promotion of Grant. The grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.
- K. Review of Printed Material. First Things First reserves the right to review and approve all grantee publications and/or media funded or partially funded through this grant. All grantee publications funded or partially funded through this grant shall recognize First Things First as the funding source. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this grant.

The grantee agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the grantee describing programs or projects funded under this grant, in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First. First Things First will post any applicable updated communications protocol information under the Grantee Resources section of PGMS.

- L. Property of the State. Any materials and data required to be collected, delivered or created under this grant, including but not limited to reports, computer programs and other deliverables, are the sole property of the State (First Things First.) The grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The grantee shall not use or release these materials without the prior written consent of First Things First.
- M. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this grant and any related subgrant ("Intellectual Property"), shall be work made for hire and First Things First shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this grant shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it or its subgrantee(s). The grantee, on behalf of itself and any subgrantee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by grantee or its subgrantee(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this grant.

- N. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the grant. Further, the grantee shall flow down this requirement to all subgrantees utilized during the term of the grant. First Things First shall retain the right to perform random audits of grantee and subgrantee records or to inspect papers of any employee thereof to ensure compliance. Should First Things First determine that the grantee and/or any subgrantee be found noncompliant, First Things First may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the grant for default and suspension and/or debarment of the grantee.
- O. E-Verify Requirements. In accordance with A.R.S. § 41-4401, the grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.
- P. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, the grantee certifies that the grantee does not have scrutinized business operations in Sudan or Iran.
- Q. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the grant. This provision applies to work performed by subgrantees at all tiers.

VI. Grant Interpretation

- A. Arizona Law. The laws of Arizona apply to this grant including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Grant Terms. Each provision of law and any terms required by law to be in this grant are a part of this grant as if fully stated in it.
- C. Relationship of Parties. The grantee under this grant is an independent grantee. Neither party to this grant shall be deemed to be the employee or agent of the other party to the grant.
- D. Severability. The provisions of this grant are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the grant.

- E. **No Parole Evidence.** This grant is intended by the parties as a final and complete expression of their grant. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- F. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the grant shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- G. **Entire Grant.** This grant and its attachments/exhibits constitute the entire grant between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except in writing, signed by all parties. However, the grantor shall have the right to immediately amend this grant so that it complies with any new legislation, laws, ordinances, or rules affecting this grant.
- H. **Confidentiality of Grantee's Information.** The grantee acknowledges that confidentiality provided in A.R.S. § 41-1505.06 (D) and 41-1505.07(J) may be waived with the grantee's consent, and grantee consents to a total and complete waiver of confidentiality. In waiving confidentiality, the grantee understands and consents to disclosure of any information submitted to the grantor that concerns the identity, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the grantee or any person or organization involved in the project(s), including the grant application and supporting materials, unless such information or materials are clearly marked as "confidential."

VII. Grant Revisions

- A. **Program or Budget Modifications.** Requests for program and/or budget modifications must be submitted via the First Things First Partner Grant Management System (PGMS) Communication Log and approval received **prior** to the implementation of any the modifications.
- B. **Amendments.** If it is deemed that the program or budget modification request would alter the scope of work and budget described herein, whether by modification or supplementation, then the modification must be accomplished by a formal written amendment signed and approved by and between the duly authorized representatives of the grantee and grantor. No other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the grant.

- C. Subgrants. The grantee shall not enter into any subgrant under this grant for the performance of this grant without the advance written approval from First Things First. The grantee shall clearly list any proposed subgrantees and the subgrantee's proposed responsibilities. The subgrant shall incorporate by reference the Terms and Conditions of this grant. The grantee agrees that no subgrant that the grantee enters into with respect to performance under this grant shall in any way relieve the grantee of any responsibility for performance of its duties.
- D. Assignment and Delegation. The grantee shall not assign any right nor delegate any duty under this grant without the prior written approval of First Things First. First Things First shall not unreasonably withhold approval.

VIII. Risk and Liability

A. Indemnification.

1. Indemnification - Patent and Copyright. The grantee shall indemnify and hold harmless First Things First against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by First Things First of materials furnished or work performed under this grant. First Things First shall reasonably notify the grantee of any claim for which it may be liable under this paragraph. If the grantee is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
2. Grantee/Vendor Indemnification (Not Public Agency). The parties to this grant agree that First Things First, its departments, Board and Councils shall be indemnified and held harmless by the grantee for the vicarious liability of First Things First as a result of entering into this grant. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this grant is responsible for its own negligence.
This indemnity shall not apply if the grantee or subgrantee(s) is/are an agency, board, commission or university of the State of Arizona.
3. Grantee/Vendor Indemnification (Public Agencies Only). Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

- B. **Insurance Requirements.** The grantee and subgrantees shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this grant, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the grantee, his agents, representatives, employees or subgrantees.

The insurance requirements herein are minimum requirements for this grant and in no way limit the indemnity covenants contained in this grant. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the grantee from liabilities that might arise out of the performance of the work under this grant by the grantee, its agents, representatives, employees or subgrantees, and grantee is free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance.** The grantee shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
 - b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the grantee".
 - c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the grantee.

Business Automobile Liability

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

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

Worker's Compensation and Employers' Liability

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

Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
 - a. In the event that the professional liability insurance required by this grant is written on a claims-made basis, the grantee warrants that any retroactive date under the policy shall precede the effective date of this grant; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this grant is completed.
 - b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this grant.

2. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the grantee, even if those limits of liability are in excess of those required by this grant.

The grantee's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the grantee shall not be limited to the liability assumed under the indemnification provisions of this grant.

3. **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this grant shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty- (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012) and shall be sent by certified mail, return receipt requested.
4. **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the grantee from potential insurer insolvency.
5. **Verification of Coverage.** The grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this grant. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
6. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this grant must be in effect at or prior to commencement of work under this grant and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this grant, or to provide evidence of renewal, is a material breach of this grant.
7. All certificates required by this grant shall be sent directly to (First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). The

State of Arizona project/grant number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

8. Subgrantees. The grantees' certificate(s) shall include all subgrantees as insureds under its policies or grantee shall furnish to the State of Arizona separate certificates and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum requirements identified above.
9. Approval. Any modification or variation from the insurance requirements in this grant shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Grant amendment, but may be made by administrative action.
10. Exceptions. In the event the grantee or subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the grantee or subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

C. Force Majeure.

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this grant if and to the extent that such party's performance of this grant is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
2. Force Majeure shall not include the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

- Late performance by a subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the grantee or any subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by an amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this grant.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

D. Third Party Antitrust Violations. The grantee assigns to First Things First any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the grantee, toward fulfillment of this grant.

IX. Compliance with Applicable Laws

The services supplied under this grant shall comply with all applicable federal, state and local laws, and the grantee shall maintain all applicable licenses and permit requirements.

- A. Sectarian Requests. Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instructions.
- B. Restrictions of Lobbying. The grantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of First Things First, state government or the federal government if that action may have an impact, of any nature, on this grant.
- C. Licenses. The grantee shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the grantee.

D. Fingerprinting. Pursuant to A.R.S. §41-1758, the grantee will obtain fingerprint cards and/or background checks as applicable. This grant may be cancelled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to children, discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any criminal offenses in this state or similar offenses in another state or jurisdiction.

X. State's Contractual Remedies

- A. Right to Assurance. If First Things First in good faith has reason to believe that the grantee does not intend to, or is unable to perform or continue performing under this grant, the First Things First Fiscal Specialist may demand in writing that the grantee give a written assurance of intent to perform. Failure by the grantee to provide written assurance within the number of days specified in the demand may be, at First Things First's discretion, the basis for terminating the grant under the Terms and Conditions or other rights and remedies available by law or provided by the grant.
- B. Stop Work Order.
1. First Things First may, at any time, by written order to the grantee, require the grantee to stop all or any part, of the work called for by this grant for period(s) of days indicated by First Things First after the order is delivered to the grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the grantee shall resume work. First Things First shall make an equitable adjustment in the delivery schedule or grant price, or both, and the grant shall be amended in writing accordingly.
- C. Nonconforming Tender. Materials or services supplied under this grant shall fully comply with the grant. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of this grant. On delivery of nonconforming materials or services, First Things First may terminate the grant for default under applicable termination clauses in the grant, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- D. **Right of Offset.** First Things First shall be entitled to offset against any sums due the grantee, any expenses or costs incurred by First Things First, or damages assessed by First Things First concerning the grantee's non-conforming performance or failure to perform the grant, including expenses, costs and damages described in the Terms and Conditions.
- E. **Non-Exclusive Remedies.** The rights and the remedies of First Things First under this grant are not exclusive.

XI. Grant Termination

- A. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. §38-511, First Things First may cancel this grant within three (3) years after grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the grant on behalf of First Things First is or becomes at any time while the grant or an extension of the grant is in effect an employee of or a consultant to any other party to this grant with respect to the subject matter of the grant. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State of Arizona, it may also cancel this grant as provided in A.R.S. §38-511.
- B. **Cancellation for Failure to Perform.** Failure by the grantee to adhere to any provision of this grant or its attachments in the time and manner provided by this grant or its attachments shall constitute a material default and breach of this grant and First Things First may cancel, at its option, this grant upon prior written notice.

First Things First may issue a written ten (10) day notice of default to the grantee for acting or failing to act including but not limited to any of the following:

1. The grantee provides personnel that do not meet the requirements of this grant or are of an unacceptable quality.
2. The grantee fails to perform adequately the services required in this grant.
3. The grantee fails to furnish the required product or services within the time stipulated in this grant.
4. The grantee fails to make progress in the performance of the requirements of the grant and/or gives a positive indication that the grantee will not or cannot perform to the requirements of this grant.

If the grantee does not correct any problem(s) within ten (10) days after receiving the notice of default, First Things First may cancel the grant. If First Things First cancels the grant pursuant to this clause, First Things First reserves all rights or

claims to damage for breach of the grant and the grantee agrees to a general release in favor of First Things First for any claim for reimbursement.

- C. **Gratuities.** First Things First may, by written notice, terminate this grant, in whole or in part, if First Things First determines that employment or a gratuity was offered or made by the grantee or a representative of the grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the grant, an amendment to the grant, or favorable treatment concerning the grant, including the making of any determination or decision about grant performance. First Things First, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the grantee.
- D. **Suspension or Debarment.** First Things First may, by written notice to the grantee, immediately terminate this grant if First Things First determines that the grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subgrantee of any public procurement unit or other governmental body. Submittal of a grant application or execution of a grant shall attest that the grantee is not currently suspended or debarred. If the grantee becomes suspended or debarred, the grantee shall immediately notify First Things First.
- E. **Termination for Convenience.** First Things First reserves the right to terminate the grant, in whole or in part at any time, when in the best interests of First Things First without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all subgrantees of the effective date of the termination and minimize all further costs to First Things First. In the event of termination under this paragraph, all documents, data and reports prepared by the grantee under the grant shall become the property of and be delivered to First Things First upon demand. The grantee shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- F. **Termination for Default.**
 - 1. In addition to the rights reserved in the grant, First Things First may terminate the grant in whole or in part due to the failure of the grantee to comply with any term or condition of the grant; to acquire and maintain all required insurance policies, bonds, licenses and permits; to make satisfactory progress in performing the grant; or failure to comply with the Data Security Guidelines. First Things First shall provide written notice of the termination to the grantee.

2. Upon termination under this paragraph, all materials, documents, data and reports prepared by the grantee under the grant shall become the property of and be delivered to First Things First on demand.
3. Upon termination of this grant, First Things First may procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this grant. The grantee shall be liable to First Things First for any excess costs incurred by First Things First in procuring services in substitution for those due from the grantee.

G. Continuation of Performance through Termination. The grantee shall continue to perform, in accordance with the requirements of the grant, up to the date of termination, as directed in the termination notice.

XII. Grant Claims

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

XIII. Arbitration

The parties to this grant agree to resolve all disputes arising out of or relating to this grant through arbitration, after exhausting applicable administrative review, to the extent it is determined that this is a public works contract under A.R.S. § 12-1518, except as may be required by other applicable statutes.

XIV. Counterparts

This grant may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one grant.

XV. Authority to Execute this Grant

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

XVI. Notices

All notices, requests, demands or communications by either party to this grant, pursuant to or in connection with this grant shall be in writing to the respective parties at the following address:

The grantee shall submit notices relative to this grant to:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

The grantor shall address all notices relative to this grant to:

Gila County Library District
1400 E. Ash Street
Globe, Arizona 85501

An authorized First Things First representative and an authorized grantee representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the grant shall not be necessary

XVII. IN WITNESS WHEREOF

The parties hereto agree to execute this grant.

**FOR AND BEHALF OF
Gila County Library District**

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Michael A. Pastor, Chairman

Rhian Evans Allvin
Chief Executive Officer

Date

Date

Approved as to Form

Bryan Chambers, Deputy Attorney Principal

Attachment A

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Parent Education Community-Based Training

Contact Person Jacque Griffin

Address 1400 E Ash St. Position Library District Director

Address _____ Email jgriffin@gilacountyaz.gov

City, State, Zip Globe, AZ 85501 Phone 928-402-8770 Ext _____

County Gila Fax 925-425-3462

Employer Identification Number: 86-6000444

Agency Classification: State Agency County Government Local Government Schools

Tribal Faith Based Non Profit Private Organization Other

Have you previously conducted business with First Things First using this EIN? Y N

If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp, download the State of Arizona Substitute W-9 Form, and submit with your application

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 6, 8

Go to <http://www.azredistricting.org> and click on Final Maps to identify your congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 0.00

Agency's fiscal year-end date: June 30

Agency's accounting method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y N

Contact information for firm conducting agency audit:

Audit firm: Criston Larson Allen LLP

Address: 1201 S Alma School Rd., Mesa, AZ 85210

Phone: 480-615-2300

B. Proposed Program Information/Description:

Amount requested: \$65,000

Service area of proposed program: The communities of Gila County and Tribal Lands including the Tonto Apache Tribe, not including the portion of the Fort Apache Indian Reservation within Gila County, and not including the portion of the San Carlos Apache Indian Reservation with Gila County

Target population of proposed program: 2321 (children birth to 5 years) per 2010 U.S. Census Data

Number of books distributed: 21,600

Number of local resource guides distributed: n/a

Number of workshops held: 10

Number of events held: n/a

Please provide a brief description (250 words or less) of the proposed program. This description will be used by First Things First for all public information regarding the grant.

Gila County Library District will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs in libraries that provide training to parents about the importance of early literacy development for young children birth through age five.

Community Liaisons will conduct outreach in locations where parents of children ages birth to five years of age might be found. During the first four months of the fiscal year. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail addressed to the child.

Gila County Library District will persist in its collaborative efforts with the Gila County WIC program, Battered Women's shelters, Teen Pregnancy Programs, and local hospitals striving to reach as many parents/caregivers of children birth through age 5 with our Early Literacy message.

C. Contact Information:

The First Things First Partner Grant Management System (PGMS) requires contact information for persons filling overall grant management, financial, programmatic, and evaluation roles. The same person may be assigned to more than one of the roles.

Main contact information: This contact person has overall responsibility for ensuring the program is successfully implemented. This person will be able to view all programmatic, financial, and evaluation information in PGMS. Correspondence from First Things First will be sent to this person.

Main contact person: Jacque Griffin

Position: Library District Director

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: igriffin@gilacountyaz.gov

Phone: 928-402-8770 Ext. _____ Fax: 928-425-3462

Program contact information: This contact person has responsibility for the regular program operations. They will be able to view program and evaluation information in PGMS.

Program Contact Person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountyaz.gov

Phone: 928-402-8768 Ext. _____ Fax: 928-425-3462

Financial contact information: This contact person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to view financial information in PGMS.

Financial contact person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountaz.gov

Phone: 928-402-8768 Ext. _____ Fax: 928-425-3462

Evaluation contact information: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to view evaluation information in PGMS.

Evaluation contact person: Mary Stemm

Position: Library Assistant Senior

Address: 1400 E Ash St

City, State, Zip: Globe, AZ 85501

Email: mstemm@gilacountyaz.gov

Phone: 928-402-8768 Ext. _____ Fax: 928-425-3462

Your application may have included information about a collaborating partner/agency. Please provide contact information for these collaborators below.

Collaborator

Agency: Gila County WIC Contact Person: Paula Horn
Address: 5515 S Apache Ave Position: Deputy Director Prevention
Address: _____ Email: phorn@gilacountyaz.gov
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: 928-402-8813 Ext. _____ Fax: _____

Collaborator

Agency: Teen Outreach Pregnancy Services (TOPS) Contact Person: Charlene Becker
Address: _____ Position: _____
Address: _____ Email: charlene.becker@topsaz.org
City, State, Zip: _____ County: _____
Phone: 1-480-668-8800 Ext. _____ Fax: _____

Collaborator

Agency: Family First Pregnancy Care Center and Family Diaper Bank Contact Person: _____
Address: 508 Thorne Ave Position: _____
Address: _____ Email: _____
City, State, Zip: Winkelman, AZ 85192 County: Gila
Phone: 520-269-9152 Ext. _____ Fax: _____

Collaborator

Agency: New Beginnings Contact Person: Amy Plunkett
Address: 701 S Ponderosa St, Suite A Position: _____
Address: _____ Email: _____
City, State, Zip: Payson, AZ 85541 County: Gila
Phone: (928) 474-7466 Ext. _____ Fax: _____

Collaborator

Agency: Time Out Shelter Contact Person: Camille Levee

Address: P.O. Box 306 Position: Executive Director
Address: _____ Email: _____
City, State, Zip: Payson, AZ 85547 County: Gila
Phone: 928-472-8007 Ext. _____ Fax: 928-472-8747

Collaborator

Agency: Gila County Safe Home Contact Person: _____
Address: Confidential Position: _____
Address: _____ Email: _____
City, State, Zip: Globe, AZ 85501 County: _____
Phone: 928-402-0648 Ext. _____ Fax: _____

Collaborator

Agency: Globe Public Library Contact Person: Marion Steele
Address: 339 S Broad St Position: Library Director
Address: _____ Email: msteele@gclidaz.org
City, State, Zip: Globe, AZ 85501 County: Gila
Phone: 928-425-6111 Ext. _____ Fax: _____

Collaborator

Agency: Hayden Public Library Contact Person: Mary Lopez
Address: PO BOX 99 Position: Library Manager
Address: _____ Email: _____
City, State, Zip: Hayden, AZ 85135 County: Gila
Phone: 520-356-7031 Ext. _____ Fax: _____

Collaborator

Agency: Isabelle Hunt Memorial Library Contact Person: Becky Waer
Address: PO BOX 229 Position: Library Manager
Address: _____ Email: beckywaer@gmail.com
City, State, Zip: Pine, AZ 85544 County: Gila

Phone: 928-476-3678 Ext. _____ Fax: _____

Collaborator

Agency: Miami Memorial Library Contact Person: Delvan Hayward

Address: 282 S Adonis Ave Position: Library Manager

Address: _____ Email: dhayward@gcdaz.org

City, State, Zip: Miami, AZ 85539 County: Gila

Phone: 928-473-2621 Ext. _____ Fax: _____

Collaborator

Agency: Payson Public Library Contact Person: Emily Linkey

Address: 328 N McLane Rd. Position: Director

Address: _____ Email: elinkey@gcdaz.org

City, State, Zip: Payson, AZ 85541 County: Gila

Phone: 928-474-9260 Ext. _____ Fax: _____

Collaborator

Agency: Tonto Basin Public Library Contact Person: Kathy Womack

Address: PO BOX 368 Position: Library Manager

Address: _____ Email: ksmith@gcdaz.org

City, State, Zip: Tonto Basin, AZ 85553 County: Gila

Phone: 928-479-2355 Ext. _____ Fax: _____

Collaborator

Agency: Young Public Library Contact Person: Elizabeth J Hutton

Address: PO BOX 150 Position: Library Manager

Address: _____ Email: ejhutton@gcdaz.org

City, State, Zip: Young, AZ 85554 County: Gila

Phone: 928-462-3588 Ext. _____ Fax: _____

Attachment B

KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: <i>Deborah Leverance</i> Title: <i>Evaluator/Surveyor</i> FTE on this project: <i>.02</i>	<i>Technology Integration Specialist, July 2011 to present ; Teacher, August 2009 to June 2011 ; Holy Angels School Principal, 2005 to June 30, 2009 ; Assistant Principal, 2000 to 2005 ; Liberty High School Instructor, 2000 to 2005 ; Holy Angels' Teacher, 1995 to 2005</i>
Name: <i>TBA</i> Title: <i>Hayden/Winkelman Community Liaison</i> FTE on this project: <i>.05</i>	<i>Community outreach for Hayden Public Library ; Hayden / Winkelman Area Community Liaison</i>
Name: <i>TBA</i> Title: <i>Northern Gila County Community Liaison</i> FTE on this project: <i>.40</i>	<i>Community outreach for Payson/Star Valley/Pine-Strawberry</i>
Name: <i>TBA</i> Title: <i>Globe/Miami Community Liaison</i> FTE on this project: <i>.40</i>	<i>Community Liaison for Globe/Miami/Wheatfields</i>
Name: <i>TBA</i> Title: <i>Tonto Basin Community Liaison</i> FTE on this project: <i>.05</i>	<i>Community outreach for Tonto Basin/Gisela/Roosevelt</i>

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for individuals involved in the project.**

*Gila County Library District
Job Title
Early Literacy Community Outreach Liaison
Temporary Part-time*

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years.

This includes taking the early literacy experience to populations that do not have direct access to

a library facility, promoting library services and resources to community groups, with an emphasis on early literacy and reading.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- 1. Maintains patron confidentiality in compliance with Arizona state law.*
- 5. Conducts early literacy outreach for parents/caregivers of children, birth to five years.*
- 6. Develops and implements a plan for providing outreach services for assigned areas of Gila County by working closely with the County Librarian.*
- 7. Works with schools, daycares, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.*
- 8. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.*
- 9. Seeks out opportunities and makes early literacy presentations to community groups. Focus on groups that include target populations.*
- 10. Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.*
- 11. Prepares monthly reports and forwards as directed.*
- 12. Performs other related and necessary duties as assigned.*

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Must have a current driver's license valid in the State of Arizona and a vehicle to do site visits.*
- Education and/or experience in early literacy programming.*
- Proficiency with word processing and email.*
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks*

REPORTING RELATIONSHIPS

Reports to: County Librarian, Library Assistant Senior

Deborah Diana Leverance

654 North Cochise Street

Globe, Arizona 85501

928-701-2580

dleverance@gmail.com

EDUCATOR EXPERIENCE

Technology Integration Specialist, July 2011 to present

Gila County Education Service Agency, Facilitate the effective training of Gila County teachers in the area of the integration of educational technology.

Teacher, August 2009 to June 2011

Southern Gila County Preparatory Academy, Research, develop and deliver higher level curriculum units for classes of

highly-motivated students in grades three through eighth. Work with teachers throughout the county to suggest and facilitate implementation of effective classroom strategies, simplify access to a variety of standard-enhancing resources

and working with teachers exploring alternative approaches to meeting the needs of challenging students.

Principal, 2005 to June 30, 2009

Holy Angels School, private school community with 150 students in grades pre-kindergarten through eighth.

Assistant Principal, 2000 to 2005

Holy Angels School, Responsible for curriculum review, professional development, grant writing, technology planning and implementation, oversight of school improvement process, school emergency planning.

Evening Instructor, 2000 to 2005

Liberty High School, Worked alone in the evening program for students who could not adjust to daytime classes due to

behavior issues, parenting obligations, or because of participation in the work/study program, Responsible for transcript analysis for new students, course design to meet student needs and state standards, Monitored and recorded student progress and developed community resources to provide variety and motivation.

Teacher, 1995 to 2005

Holy Angels School, Sixth grade homeroom, math teacher grades 5 - 8. Student Council Advisor, Science Olympiad Coach, Chair of two Accreditation/Self-evaluation teams, (1996, 2002) Special Education and federal programs teacher/coordinator

Teacher, 1994 to 1995

Saint Charles Mission School, Kindergarten

Substitute Teacher, 1993 to 1994

Globe and San Carlos School Districts

Library Assistant and Chapter I Clerk, 1993 to 1994

Holbrook School District

EDUCATION AND PROFESSIONAL DEVELOPMENT

Differentiated Instruction: It's Not Your Average Process, Participant, 2009, 2010

Masters of Education in Catholic School Leadership, Marymount University, 2008

National Board Teacher Certification, Middle Childhood Generalist, 2002

Northern Arizona University, Special Education Certification training, 2002

Arizona School Service through Educational Technology, Master Teacher Training, 2001

Bank of America Exemplary Teachers for Arizona, Arizona State University, 1999 - 2000

Environmental Protection Agency Institute for Teachers, Morgan State University, 1998

Prescott College, Elementary Education, Teacher certification program, 1995, 4.0 GPA

University of Arizona, Literature for Adolescents, 1992

Northern Arizona University, B.S., Business Administration, Management, 1983, Magna cum Laude

Attachment C

Narrative Questions and Responses

To complete your Application, provide a narrative response that addresses each of the items below.

- a) Provide a description of the program being proposed.
The Gila County Library District will continue to oversee a collaborative early literacy effort among the District, Globe Public Library, Hayden Public Library, Isabelle Hunt Memorial Library, Miami Memorial Library, Payson Public Library, Tonto Basin Public Library, Young Public Library, and Gila County Health Department (WIC) to promote early literacy development in young children, birth to age five, by conducting outreach presentations to parents/caregivers at various locations throughout Gila County. The District will enroll the children of the parents/caregivers who attend the information sessions in "The Imagination Library." The Imagination Library Program will mail age appropriate, professionally selected books monthly to each child enrolled.

- b) *This project will build on the work that the public libraries already do regarding early childhood literacy efforts. Since 2005, those efforts have included information regarding the importance of early literacy development for young children, providing training to parents and caregivers at public gathering places and community events outside the public library setting, and including the foundational building blocks to early literacy development in story times and other preschool activities in the library setting.*

- c) *Library staff at the public libraries and the District office will register eligible children based upon residence (determined by zip code) and birthdates, enter the data in the Imagination Library database, pay the monthly invoice (average of \$ 28 per child per year), and pick up undeliverable books at the Post Offices throughout the service area. The Project Director, will evaluate the program on a regular basis, create the evaluation forms and collect the required FTF evaluation data. Staff at libraries in the service area will be involved in enrolling children and assisting with the collection of evaluation data. The Project Director, Community Liaisons and the public library staffs will promote the project in the libraries and in other venues and at events that happen in each of the communities. The Community Liaisons may offer parent and caregiver trainings in the local areas. Gila County Library District staff will provide additional parent and caregiver trainings in partnership with the Gila County Health Department WIC offices and throughout the service area.*

- d) *The Gila County Library District staff and the staff at the local public libraries will be actively involved in enrolling children at the libraries, at other venues and at community events throughout service area of the Gila Region Council in order to*

access hard-to-reach families. Library District staff has already set up a collaborative effort with the Gila County Health Department WIC program which provides contact and training for 400 families countywide. Where many WIC programs around Arizona are experiencing a decline in the number of families served, Gila County WIC program has been experiencing an increase in service population. Other access points for reaching families will be at community events in each local community, social service agencies, and typical stopping places for parents such as grocery stores, churches, and doctor's offices.

- e) *Outcomes will be measured according to the performance measures required by First Things First as outlined in the Scope of Work of the Grantee Agreement. Information will be gathered through a May survey mailed to the families participating in the program.*

- f) *The District will continue to contract with Deborah Leverance to conduct a survey of the Kindergarten Teachers at all schools located in the service area during the months of August and September to determine how many children enter kindergarten ready to learn to read.*

- g) Identify and describe the target population to be served by the proposed strategy, including:
 - Population demographics, i.e. all children birth through five, infants and toddlers, families of infants, early childhood professionals, etc.

The Library District will use the data in the table below to to concentrate on families that have not been reached.

Target Areas	2010 Census Data Birth to 5 yrs.	Enrollments in Imagination Library *	Target Population Reached
Globe/Miami	1101	899	82%
Hayden/Winkelman	78	118	151%
Payson/Star Valley/Gisela	953	915	96%
Pine/Strawberry	55	70	127%
Tonto Basin/Roosevelt	108	67	62%
Young	17	29	170%

** Totals include all children registered although 641 have aged out of the program.*

- Target Service Number based on the Unit of Service(s) included in the scope of work above.

As of March, 1707 children are enrolled and receiving books. 641 children have reached their fifth birthday and have graduated from the program. Gila County Library District will target 1800 (78%) children ages birth to five within the area served by the First Things First Gila Regional Council.

- How the strategy will meet the needs of the targeted population in terms of being culturally competent, linguistically appropriate, age appropriate and gender responsive.

The Dolly Parton Imagination Library is a unique early years book gifting programmed that mails a brand new, age-appropriate book to enrolled children every month from birth until five years of age, creating a home library of up to 60 books and instilling a love of books and reading from an early age.

- Recruitment and outreach efforts, engagement and retention practices for the targeted population.

Due to the success of last year the library district will continue to use Community Liaisons to conduct outreach to parents of children birth to age 5 years by promoting early literacy at various venues throughout Gila County, i.e., community events, storefronts, parks, parents meetings, and any other location where parents might be found during the first four months of the fiscal year.

- h) Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance to provide the proposed service.

A building will not be necessary as our Community Liaison set up information booths where ever they can. Community Liaisons will need to ask permissions and arrange scheduling with businesses within their communities. The Gila County Library District has an existing verbal agreement with the Gila County WIC Program to promote the early literacy program in their clinics and register children.

- i) Identify barriers to providing the service or program proposed and plans for addressing these barriers. Describe plans to recruit and locate personnel within the geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

Because this program has been ongoing for the last three years, there are no foreseeable barriers. The District will repeat the hiring process through the

Human Resources Department of Gila County. Temporary Part-Time Positions will be advertised in the local newspapers of each community in order to recruit the best personnel for the positions.

- j) Describe in this section the plan and resources necessary to meet First Things First basic reporting requirements, maintain data securely and confidentially, obtain client and any necessary tribal approvals for First Things First data submission and ensure that ongoing data collection is used within the grantee institution to ensure fidelity and overall effectiveness (see Exhibit D, Data Security Guidelines).

All data collected for the Dolly Parton Imagination Library Program is stored in the online book order system of the Program. All registration forms are shredded after the information contained within has been entered into the book order system at <http://www.imaginationlibrary.com/> . Data will be used to deliver books to children and mail the annual parent survey.

Attachment D

IMPLEMENTATION PLAN: July 1, 2013 – June 30, 2014

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Hire Community Liaisons & Evaluator(Survey taker)	Recruit Liaisons & Evaluator	Jacque Griffin/Gila County HR Dept.	June 2013	
	Hire Liaisons & Evaluator		July 2013	Online applications
	Add new staff to FTF PGMS	Mary Stemm	July 2013	Filed with FTF PGMS
	Collect timesheets from Liaisons	Mary Stemm	Weekly on Mondays	Filed with Gila County Payroll (Finance Dept)
Timesheets/Payroll	Process reimbursement request for Payroll from FTF	Mary Stemm	Monthly	Filed with FTF PGMS
	Mandatory meeting between GCLD Library Staff, Evaluator and Liaisons to plan the promotion of Early Literacy Programming	Jacque Griffin	July 2013	Sign-up Sheet will be utilized
Promotion of Early Literacy Programming in Gila County	Register Children for Imagination Library	Community Liaisons	July 2013 through November 2014	Registration forms will be turned over to Mary Stemm for input in IL System
	Locate Venues for Reaching Children Whose parents don't come to library	Community Liaisons	July 2013 through November 2014	Liaisons will report to Mary Stemm for quarterly narrative.
	Data Input for new registrations	Mary Stemm	Monthly	Found on IL System online http://www.imaginationlibrary.com/

Foundation Site		Mary Stemm	Monthly	Handled online through IL System
	Data updates for change of address	Mary Stemm	Monthly	Monthly reports online 2 nd week of each month.
Invoicing	NCOA Alerts for "Bad" addresses	Mary Stemm	Monthly	Filed with Gila County Finance Department
	Process invoices for book orders from Dollywood Foundation Imagination Library	Mary Stemm	Monthly	Filed with Gila County Finance Department
	Process all other invoices for Early Literacy programming	Mary Stemm	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	Mary Stemm	Monthly	Filed with FTF PGMS
Data / Narrative Reports	Report Trainings to District Staff	Liaisons	Monthly	Email Mary Stemm
	Upload Data Report to FTF	Mary Stemm	Monthly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	Mary Stemm	Quarterly	Filed with FTF PGMS
Evaluation	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Evaluator / Surveyor	August 2013	Keep on file in Gila County Library District Office and report to FTF PGMS
	Evaluate Survey Responses	Evaluator/ Surveyor	September 2013	Email report to County Librarian and Mary Stemm
	Include Survey results in quarterly report	Mary Stemm	October 2013	Filed with FTF PGMS

Satisfaction Survey to Parents	Mail Survey to parents of children registered as of February 1 st during 4 th qtr.	Mary Stemm	April 2013	Copy of Survey on File in GCLD Office and report to FTF PGMS
	Receive surveys and report on results	Mary Stemm	June 2013	Include survey results in Final quarterly report to FTF PGMS
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Mary Stemm, Community Liaison staff	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Train parents/caregivers by video presentation at WIC Clinics and take new registrations for Imagination Library	WIC Clinic Employees	Weekly	Data reports and quarterly narratives to FTF PGMS
	Continue one on one training w/parents	Public Librarians, Community Liaison staff	Daily as the need arises	Filed with FTF PGMS quarterly reports

Instructions for Attachments E and F

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period of July 1, 2013 through June 30, 2014 using the template provided in Attachment E. In addition, include a budget narrative that describes the line item budget as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under state or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel-related costs for these trainings and meetings should be included in the applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received **prior** to the implementation of any of the modifications.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

Attachment E

Line Item Budget

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Sub grants), Other Operating Expenses and Administrative/Indirect Costs.

Budget period: July 1, 2013 – June 30, 2014

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$11,312.31
Salaries	5 Community Liaisons	11,312.31	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$963.68
Fringe Benefits or Other ERE	Social Security, Medicare, Employee Comp.	963.68	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$50,400.00
Contracted Services	Dollywood Foundation Imagination Library Books	50,400.00	
TRAVEL		Travel Sub Total	\$
In-State Travel			
Out of State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$800.00
Subgrants or Subcontracts to organizations/agencies/entities	Kindergarten Evaluator	800.00	
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$1524.00
• General Office Supplies	2000 Labels for Registration Forms	26.00	
• Postage	1500 postcards and letters for parent survey	1170.00	
• Printing/Copying	Printing 1500 Letters, postcards & envelopes	328.00	
• Program Materials			
• Program Supplies			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs			\$
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$
Indirect/Admin Costs		\$	\$
Total		\$	\$65,000.00

Authorized signature *Jacque Griffin* Date 3/27/2013

Attachment F

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include a narrative explanation for the budget categories and subcategories that are in the line item budget.***

Personnel Services: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.

Community Liaisons for 4 areas, Globe-Miami, Hayden-Winkelman, Payson-Star Valley-Pine-Strawberry, and Tonto Basin-Roosevelt will be hired on a temporary part-time basis by Gila County at a gross rate of \$17.25 per hour (before 7.65% for FICA and Social Security and Tax to be determined by the employee). Funds spent on each liaison will be determined by the percentage of the target population in each area.

Community Areas	New Census Data Birth to 5 yrs.	Percent	\$17.25 per hour	Hours
Globe/Miami	1101	45	5090.54	295
Hayden/Winkelman	78	5	565.62	32.79
Payson/Star Valley/Pine Strawberry	1008	45	5090.53	295
Tonto Basin/Roosevelt	108	5	565.62	32.79

Total

\$11,312.31

Employee Related Expenses: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Gila County provides matching funds for FICA at 6.2% (\$761.11), Medicare at 1.45% (\$178.02) and funds for Workers Comp. Insurance at .20% (\$24.55).

Total cost = \$963.68

Professional and Outside Services: If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.

Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Rate of \$28.00/year per child with a goal of 1800 (78%) = \$50,400.

Travel: Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in-state and out-of-state travel.

Aid to Organizations or Individuals: In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.

Funds will be used to contract with an evaluator at the rate of \$20.00 hour in order to conduct a survey of all the Kindergarten teachers at all the schools to find out how many children entered school in August 2013 unprepared for reading readiness. \$800.00 is set aside for this.

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives

2000 Labels for Registrations Forms to apply FTF Brand and statement of FTF's reporting requirements "To comply with reporting requirements of the funding source, I grant permission to Gila County Library District to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First" at an estimated cost of \$26.00

Postage for 1500 surveys (letters and return address postcards) for parents estimated at \$1170.00

Printing for 1500 4th quarter surveys to parents (includes letters to parents, postcard surveys, and envelopes) estimated at \$327.97.00

Total **\$1,524.00**

Authorized signature _____ Date _____

Attachment H:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of applicant: Gila County Library District

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	<input type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	<input type="radio"/> Not applicable for State of Arizona agencies
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other Specify: _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input checked="" type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input checked="" type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e., 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input checked="" type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input checked="" type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input checked="" type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input checked="" type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input checked="" type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input checked="" type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input checked="" type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	X YES ○ NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	X YES ○ NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	X YES ○ NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	X YES ○ NO
5. Does the organization maintain written procurement policies and procedures?	X YES ○ NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared by: Amanda Roady

Job title: Sr. Accountant

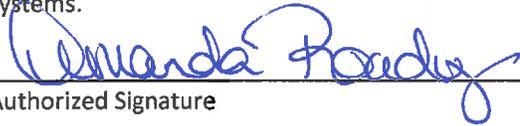
Date: March 19, 2013

Phone/Fax: 928-402-4219

Email: aroady@gilacountyaz.gov

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.



Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the section and question number next to each comment.

Number of attachments (please number each attachment): _____

COMMENTS:

Attachment J

Data Collection Form

Performance Measure	Plan for Data Collection	Plan for Using the Data	Quality Assurance
Number of books distributed	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports.
Number of workshops held/proposed	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of events held/proposed number	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of children receiving books	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of adults attending workshops	Signup sheet at workshops Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports

Exhibit A

Scope of Work Reference/Information

Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children age five and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First Board and the 31 Regional Partnership Councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids age five and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The Regional Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

First Things First Strategic Direction

First Things First's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the First Things First Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The First Things First Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The First Things First Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and

throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars.
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars.
5. % of children with newly identified developmental delays during the kindergarten year.
6. #/% of children entering kindergarten exiting preschool special education to regular education.
7. #/% of children ages 2-4 at a healthy weight (Body Mass Index-BMI).
8. #/% of children receiving at least six well child visits within the first 15 months of life.
9. #/% of children age 5 with untreated tooth decay.
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being.

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of Need

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination 2008, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community

Survey in 2008 also indicate that parents can benefit from clear, research-based information to help them support their child.

Research shows that the first three years of life are a period of incredible growth in all areas of a baby's development. A newborn's brain is about 25 percent of its approximate adult weight. By age three, it has grown dramatically by producing billions of cells and hundreds of trillions of connections, or synapses, between these cells. While we know that the development of a young child's brain takes years to complete, we also know there are many things parents and caregivers can do to assist children to get off to a good start and establish healthy patterns for life-long learning.

The Gila Regional Partnership Council is aware that children from the region are not arriving to school with the literacy skills they need in order to succeed and that a high number of children in the region are living in poverty therefore prompting them to continue to fund this strategy in SFY2014-2015. The Regional Council also knows that, as reported in the Needs and Assets report, 27.1% of all live births reported for the region in 2010 were born to mothers that had not achieved a high school diploma causing concern among the Regional Council that mothers may not be as excited to read to their child.

FTF Parent Outreach and Awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. The Gila Regional Partnership Council would like this strategy to continue to implement the Imagination Library for children ages birth to five in the region. By implementing this strategy it is the hope of the Regional Council that families get excited about reading to their children and have a home environment rich with books.

Description of Strategy Including Standards of Practice

FTF parent outreach and awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs.

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

Parent outreach and awareness activities include the following:

- A. **Resource Distribution:** Distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets,

brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.

- B. **Parent/ Family Workshop:** One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent's knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.

- C. **Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message "read with your child every day", includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents' attention to the issue and further create interest in seeking out the listed resources.

The grantee in the Gila region will:

- ✓ Implement Parent/ Family Workshops to provide information on the topic of early literacy.
- ✓ Implement Resource Distribution to provide children's books for young children and their families to keep at home.
NOTE: Earned Media and Paid Advertising is not part of this Gila regional Parent Outreach Awareness strategy
- ✓ Deliver the program at community locations convenient and easily accessible for families through the Gila County Library District. Family participation is voluntary and must be provided free of charge to the family.
- ✓ Carry out the program model in accordance with the First Things First Parent Outreach and Awareness Standards of Practice, refer to Exhibit B.

First Things First School Readiness Indicators Related to This Strategy

First Things First (FTF) is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
- % of families who report they are competent and confident about their ability to support their child's safety, health and well being

First Things First Goal Area to Be Addressed

- Family Support and Literacy

Target Population to Serve

Services will be provided to 1,800 children birth to five in the Gila Region through 100 workshops to be held and 21,600 children's books distributed.

Geographic Area

Programs funded under this agreement must provide services to children who reside throughout the region through local Gila libraries.

The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does not include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, or the portion of the San Carlos Apache Indian Reservation within Gila County.

Coordination and Collaboration

First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. Coordination and collaboration is described as two or more organizations working together in the delivery of programs and services to a defined population. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service, which results in higher quality services and cost efficiency. Successful Applicants must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to engaging with other partners delivering the same or similar programs and services; clarifying target populations and outcomes; and defining processes and plans to reach desired outcomes. Depending upon the strategy, there may be local or statewide collaborative meetings which the Applicant may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Applicants should plan the appropriate staffing and budget to support travel to and attendance at meetings within the regional area or at statewide meetings, as appropriate.

Quality Assurance Assessment

First Things First Quality Assurance (QA) system involves a continuum of performance and programmatic monitoring. The QA process is a team approach in collaboration with grant partners. A strength-based, comprehensive QA assessment will be used to evaluate the implementation of the strategy Standards of Practice and to support grant partners through technical assistance that addresses specific issues and concerns. The results of the QA process have the potential to inform and strengthen the development of the Standards of Practice and the early childhood development and health system. Successful Applicants agree to actively participate in the QA process, which will involve a strategy specific QA assessment conducted by First Things First QA specialists during an on-site visit typically once during a contract cycle (every three years or so). The QA process includes adequate notice through pre-visit communication, the on-site visit and discussion and follow-up report.

Program Specific Data Collection and First Things First Evaluation

Successful Applicants agree to participate in the First Things First evaluation and any program specific evaluation or research efforts, including collaboration with evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment and demographic information. In addition, Applicants agree to allow First Things First and evaluation consultants of First Things First to observe program activities on site and successful applicants must collaborate with First Things First led and initiated evaluation activities to encourage parent consent for data collection. Data collection and First Things First evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this RFGA. When services are provided to more than one region (multi-regional strategies), the grantee must collect and store client data for each region served through the grant agreement.

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. We further recognize Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to First Things First must be obtained.

Successful Applicants must have capacity to collect and submit First Things First data requirements, securely and confidentially store client data, obtain client and any necessary tribal approvals for First Things First data submission and utilize data to assess progress in achieving desired outcomes of the proposed strategy (see Exhibit D, Data Security Guidelines). Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by First Things First to determine the key impacts of the strategies, programs and approaches being implemented.

Unit of Service and related Target Service Number:

A Unit of Service is a First Things First designated indicator of performance specific to each First Things First strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or

a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the First Things First strategy Home Visitation, the First Things First Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All First Things First applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

All successful Applicants will be provided with data reporting requirements by First Things First and will meet the requirements of the First Things First evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the First Things First secure web portal known as PGMS. The First Things First data reporting requirements for this strategy can be found at:

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- **21,600 books distributed**
- **0 local resource guides distributed**
- **100 workshops held**
- **0 events held**

Performance Measures:

- **Number of books distributed/proposed number**
- **Number of local resource guides distributed /proposed number**
- **Number of workshops held/proposed number**
- **Number of events held/proposed number**
- **Number of children receiving books**
- **Number of adults attending workshops**

- Number of adults attending event
- Number of paid media
- Number of earned media
- Number of impressions
- Number of education reinforcement items distributed

For more information on First Things First Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:

<http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>



Standards of Practice

Parent Outreach and Awareness

I. Strategy Description

Recognizing that parents and families are their young child's first and most important teacher, family support is a component of Arizona's comprehensive early childhood system. Within family support, a continuum of strategies exists to meet the universal needs of all families to the targeted needs of families who may be at risk, such as English language learners, teen parents, and low income families. Information gaps exist that have implications for how adults interact with and raise young children. Providing specific knowledge and tools about the importance of early interactions in healthy brain development is the first step in assisting parents in making choices that will support and optimize their child's development.

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

It is important to note that increasing general public awareness of the importance of early childhood is not the objective of the parent outreach and awareness strategy. Instead, increasing general public awareness falls under the purview of the FTF statewide *community* awareness strategy, while this parent outreach and awareness strategy is targeted *specifically for and directly to parents*.

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the *First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination 2008*, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the

national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community Survey (INSERT DATE) also indicate that parents can benefit from clear, research-based information to help them support their child.

FTF parent outreach and awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. For example, if a community has data that indicates parents and families are not reading regularly with their young children, a parent outreach and awareness strategy may be an appropriate approach to increase families' awareness about the importance and value of daily reading activities through messaging, story times at the local library that may also include a book distribution component or book club, and identification of additional community resources.

Outreach and awareness alone, in most cases though, may not be sufficient to change parent behavior. While parents' awareness has increased, as noted in the example above, parents may not have the resources or tools to effectively implement the change. Parents may be aware of the need to read to children, but that does not mean that they can actually read to their child (adult literacy), feel that they know how to read to their young child (e.g., which books are developmentally appropriate; how to read to a child at different developmental stages) or that they have access to books (e.g., may not be able to afford books; may not live close to a library or have transportation). These are some of the considerations in determining whether to implement an outreach and awareness strategy.

Parent outreach and awareness activities include the following:

- D. **Resource Distribution:** Distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.

- E. **Parent/ Family Workshop:** One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent’s knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.
- F. **Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message “read with your child every day”, includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents’ attention to the issue and further create interest in seeking out the listed resources.

II. Standards of Practice

A. Implementation Standards

Utilize a family centered and strengths-based approach.

1. Provide parents and families with readily accessible information about child development and child health, including one or more of the following topics:
 - The domains of child development (social emotional, language and communication – including emergent literacy, cognitive, physical and motor development), including understanding when to have concerns related to children’s development;
 - The parents’ role as the child’s primary teachers and partners in the education of their children;
 - Appropriate child-adult interactions and development of positive and supportive parenting skills;
 - Early language and emergent literacy including typical early language and emergent literacy development for infants, toddlers and preschoolers and the importance of reading daily with their young child including maintaining a literacy-rich home environment;

- The impact of media and the importance of limited screen time (TV, computers, smart phones, pads and tablets, video games) for young children;
 - Child health information and/or community resources for child health including topics such as preventative health care and wellness, developmental and sensory screening, immunizations, oral health, injury prevention, and nutrition;
 - Available community resources such as the Women, Infants and Children Program (WIC), food banks, employment services or adult education, early intervention services, school programs, child care resource and referral, libraries, parent education classes, home visitation programs, and health care including oral health;
 - Parent tips and resources on how to use toys and other educational items to enrich interactions with their child, but not substitute interactions between adult and child.
2. All information provided through media, resource distribution and/or workshops must be evidence based, developmentally appropriate, culturally responsive and strengths based. Activities implemented must take into account local families and children's needs, desires, histories, lifestyles, concerns, strengths, resources, culture, ethnicity, and priorities. In addition, appropriate developmental guidance is to be provided to parents and families on behalf of their very young children when providing workshops or distributing information. Information provided to families is to be offered to parents and families in a manner that strengthens early relationships with infants/toddlers and young children. Print materials must be provided at a 5th grade reading level using common language and resources and information provided must be accurate and regularly updated to ensure information is current. **Permission for the use of copyright materials must be documented and cited.**

Workshops are flexible and continually responsive to emerging family and community issues.

1. Structured workshop activities must be accessible for families by being provided at times and locations that are convenient for families including weekend and evening hours.
2. Workshops should be manageable in size and have appropriate staffing patterns.

For adult-only sessions, there shall be a maximum of 50 participants with a ratio of 1 staff per 25 adult participants (2 staff: 50 adult participants). Room size and space must be adequate to support the number of adults participating.

3. Open and honest communication is supported and opportunities for formal and informal feedback are integrated into the structure of the workshop.
4. Confidentiality is maintained with workshops being respectful of family members and protective of their legal rights.
5. Families are engaged as partners to ensure that the program is beneficial by providing families the opportunity to provide regular input and feedback in programmatic planning

to better meet their needs.

6. Staff Standards

- Staff developing materials or providing workshops demonstrate extensive knowledge of the community, the culture, and the community's resources.
- The length of employment and experience/education are reflective of high quality staff. Supervisory staff are required to have a minimum of a Bachelor's degree in early childhood development, education, family studies, social work, nursing or a closely related field.
- The grantee must establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
- All staff work as a team, modeling respectful relationships consistent with program goals and whose top priority is the well-being of families and children.
- Staff skills and abilities are regularly assessed to ensure they are able to engage families while maintaining a professional rapport.
- Ongoing staff development/training on the FTF Parent Outreach and Awareness Standards of Practice principles is provided.
- Ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally is provided.
- Supervisors work with staff to prepare professional development plans.

Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.

1. Mechanisms to assess program effectiveness and ability to implement quality improvements must be demonstrated.
2. Participation in data collection and reporting of performance measures to First Things First is required.

B. Branding and Earned and Paid Media Standards

1. All parent outreach and awareness activities will adhere to the FTF communications guidelines including branding protocols which can be found in the http://ftf/teams/communication/Most%20Used%20Materials/Communications_Toolkit.pdf, The toolkit is a "living document" and is not meant to be downloaded. Appendix One to this document outlines the Table of Contents of the

Communications Toolkit and provides readers a comprehensive view of the tools available.

2. Earned media activities are to center around various topics that raise parent awareness, including: identification of an awareness gap as a community issue to be addressed; announcement of a new program or service to help change a parent's behavior; new or updated research about the behavior identified for change; milestones achieved in changing behaviors; and/or a success story about a specific child or family benefitting from a service. All earned media must include: early childhood information that illustrates how the behavior change benefits the education/health of young children and information on how to access additional information or support in changing the behavior. See the FTF branding protocols for additional requirements.
3. Paid advertising must be research-based, outcome focused and professionally developed. Development of such a campaign can cost upwards of \$200,000, in addition to the cost of placing the advertising (actually paying for the billboard, cinema or newspaper ad, television or radio spot, etc.). Advertising that seeks to change behavior requires significant repetition in order to achieve market saturation (ensuring that people see or hear the message enough times to change behavior). In addition, strategies and tactics must be in place to support those who are willing to move from awareness to action (change behavior). Before a paid advertising campaign is utilized as an approach for parent awareness and outreach the following information is necessary:
 - Information about the root cause of the issue to be addressed (is it really a need for awareness, or something else);
 - Is the source of the information credible (specific issue or anecdotal information);
 - Evidence that the paid advertising will change this behavior;
 - Sufficient resources are available to achieve the saturation required to effect change; and
 - Strategies/tactics that will be implemented in addition to the paid advertising that will support behavior change (moving from awareness to action).

When an existing paid advertising effort is being utilized, information on the following is required:

- Length of time the current creative has been used;
- The financial investment in the current campaign and where has it been used (specific markets) to determine effectiveness for the target population and geographic region proposed under this strategy;
- Evidence that the campaign has had an impact on behavior AND in the markets where the campaign was used (for example, for a campaign that sought to increase immunization rates, did immunization rates go up in that area when the campaign was in use?);
- Identification of other activities that were in place to support the paid advertising campaign and their effect on the impact achieved; and

- Knowledge of and understanding of the ability for co-branding or adding additional calls to action; restrictions on paid media time vs. gratis media time; and, restrictions on copyright use.

C. Cultural Competence

Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society.

- Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them.
- Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program.
- Early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members' effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices, and in their preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children."

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15> ;

<http://www.naeyc.org/positionstatements/linguistic>
- Service providers should understand that individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Director, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments. It is highly recommended that service providers seek guidance from one or more of these

sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.

- Programs will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.

Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities.

Exhibit C

First Things First Target Units of Service Information Parent Outreach and Awareness

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is "number of families served" and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Parent Outreach and Awareness**, the units of service are:

- Number of books distributed**
- Number of local resource guides distributed**
- Number of workshops held**
- Number of events held**

Determining and Interpreting Target Service Numbers

Number of books distributed should reflect the total number of books to be distributed for one grant contract period (in most cases, one year). If book distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of local resource guides distributed should reflect the total number of local resource guides to be distributed for one grant contract period (in most cases, one year). If local resource guide distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of workshops held should reflect the total number of workshops for parents targeted to be held for one grant contract period (in most cases, one year). A workshop is a one-time informational session for parents/ families to increase awareness about child development or child health topics. If conducting workshop is not proposed as part of your contract, reflect zero as the target service number.

Number of events held should reflect the total number of events for parents targeted to be held for one grant contract period (in most cases, one year). An event involves a one-time dissemination of information to the public about child development or child health topics. If

conducting events is not proposed as part of your contract, reflect zero as the target service number.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For **Parent Outreach and Awareness**, performance measures are:

- Number of books distributed/proposed number**
- Number of local resource guides distributed /proposed number**
- Number of workshops held/proposed number**
- Number of events held/proposed number**
- Number of children receiving books
- Number of adults attending workshops
- Number of adults attending event
- Number of paid media
- Number of earned media
- Number of impressions
- Number of education reinforcement items distributed

Exhibit D

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of an FTF grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantee must ensure that throughout the reporting and submission process the data is secured, and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, tribal law, or other data regulation, are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First honors tribal ownership of data and recognizes communication is necessary with Arizona Tribes to determine what process/protocol is needed to obtain data. FTF further recognizes Arizona Tribes as owners of their indigenous knowledge, cultural resources and intellectual property. To this end, it is imperative that all appropriate tribal approvals for data collection and submission to FTF must be obtained and kept on-file by the grantee and FTF for granting serving clients on tribal lands.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

First Things First Notice of Renewal Consideration

DATE: March 6, 2014

TO: Gila County Library District

FROM: Marjorie Bennett
Fiscal Specialist

RE: Renewal Information for Fiscal Year 2015

The current Fiscal Year (FY) 2014 grant awards are approaching renewal consideration from the First Things First Gila Regional Partnership Council. Receipt of this packet does not guarantee renewal of the grant award; it indicates eligibility for renewal consideration. First Things First may renew grant awards based on a number of factors including past performance and response to this renewal package.

If renewed, the responsibility for adherence to all rules, regulations and terms and conditions set forth in the original Request for Grant Application (RFGA) or grant agreement will remain in effect for the contract period. This includes compliance with the appropriate standards of practice, program implementation, as well as timely submission of data and narrative reports and financial reimbursements.

The renewal package includes instructions and the following attachments:

- Attachment A** - Program Implementation Questions
- Attachment B** - Program Implementation Plan
- Attachment C** - Line Item Budget and Budget Narrative
- Attachment D** - Key Personnel
- Attachment E** - Disclosure of Other Funding
- Attachment F** - First Things First Standard Agency Information Collection Form

The completed renewal package (Attachments A-F) must be **received** no later than **3:00 PM on April 4, 2014**. Submit via email to mbennett@azftf.gov. Electronic submission is preferred but if sending by standard mail, please send to my attention, First Things First, 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012.

Once received, responses will be reviewed and funding recommendations will be made to the Gila Regional Partnership Council and the Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations. Grant awards will be in effect from July 1, 2014 through June 30, 2015.

For questions, please contact me via email or phone, (602) 771-5084.

Thank you.

First Things First Grant Renewal Instructions

July 1, 2014 – June 30, 2015

The following First Things First (FTF) grant is eligible for renewal by extending the current FY 2014 grant award. Programs in FY 2015 cannot be different in scope than from what was originally awarded.

Grantee Name:	Gila County Library District
FTF Grant Number:	GRA-RC004-14-0616-01
Strategy Name:	Parent Outreach and Awareness
Data Template(s) Assigned:	Parent Outreach and Awareness
Eligible Renewal Amount:	\$ 85,000.00 The amount is subject to change pending legal and procurement review at First Things First. If a different amount is approved for renewal, an updated line item budget & budget narrative will be required.

The renewal package includes the completion and submission of Attachments A-F.

Program Implementation Questions (Attachment A)

Provide a narrative response to each question in Attachment A.

Program Implementation Plan (Attachment B)

Provide an updated implementation plan for FY 2015. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

2015 Budget Forms (Attachment C – must include both the line item budget and budget narrative)

Key Personnel (Attachment D)

List all staff that will be paid from this grant program during FY 2015. The staff listed should correspond with your line item budget and budget narrative. Submit resumes for any new staff or for those that have not yet been submitted to First Things First.

Disclosure of Other Funding Sources (Attachment E)

List any other funding utilized for this program administered by your agency.

First Things First Standard Agency Information Collection Form (Attachment F)

FTF Regional Boundary Changes: Regional boundary changes that impact the North Phoenix, Central Phoenix, South Phoenix, Northeast Maricopa, Central Maricopa, Central Pima, North Pima and South Pima regions will go into effect July 1, 2014. Any grant that is approved for renewal in the affected regions will continue to serve the same geographic area they were originally awarded to serve, with the expectation of maintaining current service delivery and service numbers from FY14 into FY15, unless otherwise indicated.

Standards of Practice Updates: Utilization of the Standards of Practice are part of the requirements for all awarded grants and represent the intent for how specific strategies are to be implemented. Prior authorization is needed if the program deviates from the Standards of Practice. Grantees are responsible for reviewing and implementing the most recent versions of the Standards of Practice, located in the FTF Strategy Toolkit, <http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>.

Model Programs that Require Certification and Accreditation: It is the responsibility of the grantee to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their national office and/or administrative home for cost information, if applicable.

Compliance with State and Federal Law: As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the grant period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp.

Quality Assurance: It is the intent that each FTF grantee receives a targeted quality assurance (QA) visit within the cycle of their full grant period. The findings from targeted QA visits will also be used to assess grantee/program performance for renewal considerations. A grantee's performance is reviewed individually and not in comparison with other grantees when considerations are made.

Program Performance and Data Reporting Requirements: First Things First provides program information to the public, regional partnership councils, and the Board of First Things First. The information regularly provided includes data related to performance measures and target service units; prior program performance, including QA findings; information provided in program narrative reports; and financial/expenditure information. Regional partnership councils utilize this information in strategic planning efforts, to identify annual funding priorities, to assist with renewal decisions, to develop new or modified strategies, to review the impact of programs in the region and state, and to highlight achievements in system building.

Grantee Data Reporting Requirements are identified in each grant award and can be accessed in the FTF Strategy Toolkit, <http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA>. Please review the latest Data Reporting Requirements in preparation for implementation upon grant renewal.

Renewal Package Due Date: The renewal package must be *received* no later than **3:00 PM on April 4, 2014**. Submit via email or standard mail to:

Marjorie Bennett, Fiscal Specialist
Michael Strawther, Fiscal Specialist
First Things First
4000 N. Central
Phoenix, AZ 85012
mbennett@azftf.gov
mstrawther@azftf.gov
(602) 771-5084

Attachment A

Program Implementation Questions

- 1. Provide a brief narrative description of your current approved program and your plan for continuation in SFY15, including context for the activities listed in the Program Implementation Plan. (Attachment B)**

Gila County Library District will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs in libraries that provide training to parents about the importance of early literacy development for young children birth through age five. Community Liaisons will conduct outreach in locations where parents of children ages birth to five years of age might be found. We have increased the number of hours that the liaison will be working to reflect a need to provide opportunities to reach parents and enroll children year round. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail addressed to the child. Gila County Library District will persist in its collaborative efforts with the Gila County WIC program, Battered Women's shelters, Teen Pregnancy Programs, and local hospitals striving to reach as many parents/caregivers of children birth through age 5 as possible with our Early Literacy message.

Gila County policy requires all grants to include 10% for indirect costs to cover financial accounting, auditing, and general administrative costs. We have included the maximum allowable 10% for indirect costs in this grant.

- 2. If applicable, explain any proposed modifications for SFY15, including the change(s) to be made, how they were determined to be necessary, and how they will contribute to the success of your program. Please note that program modifications cannot deviate from the original scope of work or applicable standards of practice.**

In addition to the current push to locate parents of children ages birth through five years for enrollment in the Dolly Parton Imagination Library Books Program, Gila County Library District would like to propose the following modifications moving forward in FY 2015.

- Due to the lag time in receiving the first book (6-8 weeks) from Dolly Parton Imagination Library, we would like to continue to give every child a beginning book (The Little Engine That Could) or if multiple children in a family are registered by a parent at the same time, one starting book and a promo-age appropriate book for the other child(ren) at the time of registration so that parents can begin practicing the early literacy skills learned as soon as possible. This allows each family to have an immediate "take home" to reinforce both the importance of reading and the program itself.*
- Each month, over the last three and one half years, thirty-three children have graduated from the Dolly Parton Imagination Library Program because they reached their fifth birthday. This leaves a gap in the First Things First Parent Outreach Strategy of twelve months of non-service. This coming year the Gila*

County Library District would like to add a new element to our grant that we feel falls within the Scope of Work. We would like to purchase a subscription to an award winning publication for each of the children graduating from the program. We feel that this would extend the parent/child interaction through the gap. The magazines of choice would be LADYBUG and CLICK. LADYBUG offers 40 pages of enchanting stories and poems to read aloud that are just the right length for a cozy cuddle. CLICK introduces children to science, art, nature, and environmental issues. Ladybug would be the primary magazine with Click being a second choice in families of two children of the same age (twins).

- Gila County Library District will again conduct a satisfaction survey of all parents with children enrolled in the Imagination Library Program in the early spring of 2015.
- Due to the amount of staff time spent directly implementing the strategy for this grant, beginning in FY 2015 the District will be charging this grant 16% of the Salary and Employee Related Expenses of the Public Service Librarian.

3. Describe how the program data will be utilized to improve program implementation. Include assurances that data collection and submission will be timely and ongoing.

Gila County Library District will continue to collect data from the Dolly Parton Imagination Library Book Order Program, our community liaisons, and the public library staffs. This data will be used to concentrate efforts to find children that have not yet been registered in the program. Data collected from the upcoming parent survey this spring will help us to understand if our program is effective, and we will be able to make adjustments as necessary.

Target Areas	2010 Census Data Birth to 5 yrs.	Enrollments in Imagination Library from 2010 to 2013 *	Graduates 2010 to 2013	Currently Registered
Globe/Miami	1101	1218	487	731
Hayden/Winkelman	78	133	53	80
Payson/Star Valley/Gisela	953	1076	337	739
Pine/Strawberry	55	83	29	54
Tonto Basin/Roosevelt	108	83	24	59
Young	17	48	17	31

* Totals include all children registered although 947 have aged out of the program.

While the above table only shows 1694 currently registered as of December, 2013, there are, as of January 14th, 1706 children receiving books.

Attachment B

**Program Implementation Plan
2015**

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Hire Community Liaisons & Evaluator(Survey taker)	Recruit Liaisons & Evaluator	Jacque Griffin/Gila County HR Dept.	June 2014	
	Hire Liaisons & Evaluator		July 2014	Online applications
	Add new staff to FTF PGMS	PUBLIC SERVICES LIBRARIAN	July 2014	Filed with FTF PGMS
Timesheets/Payroll	Collect timesheets from Liaisons	PUBLIC SERVICES LIBRARIAN	Weekly on Mondays	Filed with Gila County Payroll (Finance Dept)
	Process reimbursement request for Payroll from FTF	PUBLIC SERVICES LIBRARIAN	Monthly	Filed with FTF PGMS
Promotion of Early Literacy Programming in Gila County Registration of Children into Imagination Library	Mandatory meeting between GCLD Library Staff, Evaluator and Liaisons to plan the promotion of Early Literacy Programming	Jacque Griffin	July 2014	Sign-up Sheet will be utilized
	Register Children for Imagination Library	Community Liaisons	July 2014 through June 2015	Registration forms will be turned over to PUBLIC SERVICES LIBRARIAN for input in IL System
	Locate Venues for Reaching Children Whose parents don't come to library	PUBLIC SERVICES LIBRARIAN	Monthly	Found on IL System online http://www.imaginationlibrary.com/

Foundation Site	Data updates for change of address	PUBLIC SERVICES LIBRARIAN	Monthly	Handled online through IL System
	NCOA Alerts for "Bad" addresses	PUBLIC SERVICES LIBRARIAN	Monthly	Monthly reports online 2 nd week of each month.
Invoicing	Process invoices for book orders from Dollywood Foundation Imagination Library	PUBLIC SERVICES LIBRARIAN	Monthly	Filed with Gila County Finance Department
	Process all other invoices for Early Literacy programming	PUBLIC SERVICES LIBRARIAN	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	PUBLIC SERVICES LIBRARIAN	Monthly	Filed with FTF PGMS
Data / Narrative Reports	Report Trainings to District Staff	Liaisons	Monthly	Email PUBLIC SERVICES LIBRARIAN
	Upload Data Report to FTF	PUBLIC SERVICES LIBRARIAN	Monthly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	PUBLIC SERVICES LIBRARIAN	Quarterly	Filed with FTF PGMS
Evaluation	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Evaluator / Surveyor	August 2014	Keep on file in Gila County Library District Office and report to FTF PGMS
	Evaluate Survey Responses	Evaluator/ Surveyor	September 2014	Email report to County Librarian and PUBLIC SERVICES LIBRARIAN
	Include Survey results in quarterly report	PUBLIC SERVICES LIBRARIAN	October 2014	Filed with FTF PGMS

Satisfaction Survey to Parents	Mail Survey to parents of children registered as of February 1 st during 4 th qtr.	Public Services Librarian	April 2014	Copy of Survey on File in GCLD Office and report to FTF PGMS
	Receive surveys and report on results	Public Services Librarian	June 2014	Include survey results in Final quarterly report to FTF PGMS
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Public Services Librarian, Community Liaison staff	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Train parents/caregivers by video presentation at WIC Clinics and take new registrations for Imagination Library	WIC Clinic Employees	Weekly	Data reports and quarterly narratives to FTF PGMS
	Continue one on one training w/parents	Public Librarians, Community Liaison staff	Daily as the need arises	Filed with FTF PGMS quarterly reports

Attachment C (Instructions)

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period July 1, 2014 through June 30, 2015 using the template provided. Please make sure to include the provided budget narrative which describes the proposed line item budget.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Requested funds must follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit <http://www.gao.az.gov/travel/>.
- Budget modification requests must be submitted via the FTF Partner Grant Management System (PGMS) Communication Log and approval received prior to the implementation of any of the modifications.

Attachment C

Line Item Budget

While you must use this format, you may reproduce it in Word or Excel. Limit your budget line items to the budget categories listed below.

Budget period: July 1, 2014 – June 30, 2015

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$27,803.75
Salaries	3 Community Liaisons Public Services Librarian 16% of FTE	22,683.75 5,120.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$4,024.51
Fringe Benefits or Other ERE	Social Security, Medicare, Worker's Comp. Health Insurance and AZ Retire	2,182.59 1,841.92	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$23,800.00
Contracted Services	Dollywood Foundation Imagination Library Books Kindergarten Evaluator	22,800.00 1,000.00	
TRAVEL		Travel Sub Total	\$1,043.24
In-State Travel Out of State Travel	Mileage Between Tonto Basin and Payson and/or Pine 32 Trips/2,371 miles	1,043.24	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$20,601.23
• General Office Supplies	1500 Labels for Survey envelopes	30.00	
• Postage	1500 postcards and letters for parent survey	1,245.00	
• Printing/Copying	Printing 1500 Letters, postcards & envelopes	400.00	
• Program Materials • Program Supplies	Misc. office supplies	374.73	
• Program Incentives	Take Home Books for Children	4,441.50	
• Shipping	Shipping for books	200.00	
• Booth Rental – Rim Country Farmers Market	10 weeks @ \$5.00 per week	50.00	
• Graduate Magazine Subscriptions	Average 33 /month @ \$35.00 each	13,860.00	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$7,727.27
Indirect/Admin Costs	10%	\$7,727.27	
Total		\$	\$85,000.00

Authorized signature _____

Date _____

Attachment C (Continued)

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 12-month line item budget categories and subcategories.***

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*

The Public Services Librarian spends approximately 16% of their time annually as staff for this grant. This is direct staffing, and includes data input for new registrations to the Imagination Library, data updates for address changes, collection of statistics from libraries and Liaisons, processing invoices, ordering and distributing first books, tracking timesheets for the Liaisons each week, monthly reimbursements and quarterly reports. In addition, this position will be responsible for subscribing to magazines for the 'Graduates' each month. In an attempt to more accurately reflect the true cost of staffing this grant, 16% of the Public Services Librarian salary will be allocated to this grant. Gila County Library District is in the process of advertising for this position, and it is anticipated that beginning salary will likely be approximately \$32,000.00 - the figure used to create this budget.

$$32,000 \times 16\% = \mathbf{\$5,120.00}$$

Community Liaisons for 3 areas, including: (1) Globe-Miami, Wheatfields, and Claypool; (2) Hayden-Winkelman; and (3) Payson-Star Valley-Pine-Strawberry and Tonto Basin-Roosevelt will be hired on a temporary part-time basis by Gila County at a gross rate of \$17.25 per hour (before 7.85% for FICA and Social Security and Tax to be determined by the employee). Since the community of Young already has more children enrolled than their census figures report, the existing outreach in that area is sufficient.

Hours allocated to each Liaison are based on the percentage of the target population in each area. While Hayden/Winkelman represents only 3% of the children, they are a hard to reach population. Therefore, we have allocated 10% of the hours and reduced each of the other two positions to balance the total hours. Liaisons will be expected to spread their hours throughout the entire grant year, with an emphasis on striving to reach as many parents as possible in the first half of the year to ensure that children are receiving as many books as possible. Because the Liaisons will be temporary and part time, they will not be allowed to work more than 20 hours per week for the duration of the grant period.

Community Areas	New Census Data Birth to 5 yrs.	Percent	\$17.25 per hour	Hours
Globe/Miami, Wheatfields, Claypool	1101	48	10,212.00	592 (45%)
Hayden/Winkelman	78	3	2,259.75	131 (10%)
Payson/Star Valley/ Pine/Strawberry/ Tonto Basin/Roosevelt	1116	49	10,212.00	592 (45%)
Totals	2295	100	22,683.75	1315

Summary of Personnel Services:

Public Services Librarian	-	\$ 5,120.00
Community Liaisons	-	<u>\$22,683.75</u>

TOTAL PERSONNEL SERVICES:

\$27,803.75

Employee Related Expenses: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Gila County provides matching funds for:

FICA at 6.2%	\$1,723.83	
Medicare at 1.45%	403.15	
Workers Comp. Insurance at .20%	<u>55.61</u>	
		\$2,182.59

In addition, Health Insurance (calculated at 16% of \$7,800) and the County's contribution for Arizona State Retirement (calculated at 26% of \$3,712) is included, as follows:

Health Insurance	\$1,248.00	
Arizona State Retirement	<u>593.92</u>	
		\$1,841.92

TOTAL EMPLOYEE RELATED EXPENSES:

\$ 4,024.51

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.*

- Funds will be used to contract with an evaluator at the rate of \$20.00 per hour for 50 hours , a total of **\$1,000.00**, in order to conduct a survey of all the Kindergarten teachers at all the schools to find out how many children entered school in August 2014 unprepared for reading readiness.

- Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. In past years the average monthly invoice has been under \$2,000. This year we would like to budget for \$1,900 per month for a total of **\$22,800.00**.

Total Professional & Outside Services:

\$23,800.00

Travel: *Separate travel that is in state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<http://www.gao.az.gov/travel/>) for both in-state and out-of-state travel.*

Travel for the Community Liaisons of the Northern Areas of Gila County is estimated at \$.44/mile, as follows:

- 5 round trips - Tonto Basin to Pine/Strawberry at 92.6 miles each - 463 miles
- 27 trips - Tonto Basin to Payson/Star Valley at 70.7 miles each - 1,908 miles
2,371 miles

Total Travel:

\$ 1,043.24

Aid to Organizations or Individuals: *In the event that this application represents collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives*

- 1500 Labels for Envelopes for Parent Survey at an estimated cost of \$30.00
- Postage for 1500 surveys (letters and return address postcards) for parents estimated at \$1,245.00
- Printing for 1500 4th quarter surveys to parents (includes letters to parents, postcard surveys, and envelopes) estimated at \$400.00
- Office Supplies = \$374.73
- 846 Books @ estimated \$5.25 per = \$4,441.50
- Shipping for Books = \$200
- Booth Rental @ Farmers Market in Payson for 10 Saturdays, July thru September for \$50.00
- Graduate Magazine Subscriptions average 33 per month at \$35.00 = \$13,860.00

Total Other Operating Expenses:

\$20,601.23

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

Option A - Administrative Costs: with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

Option B - Federally Approved Indirect Costs: If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Total Administrative Costs:

\$ 7,727.27

Authorized signature_____

Date_____

Attachment D

Key Personnel

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: TBA Title: Public Services Librarian FTE on this project: .16	<i>Grant Administration, Financial, Program, Evaluation Contact for FTF PGMS</i>
Name: <i>Deborah Leverance</i> Title: <i>Evaluator/Surveyor</i> FTE on this project: <i>.02</i>	<i>Technology Integration Specialist, July 2011 to present ; Teacher, August 2009 to June 2011 ; Holy Angels School Principal, 2005 to June 30, 2009 ; Assistant Principal, 2000 to 2005 ; Liberty High School Instructor, 2000 to 2005 ; Holy Angels' Teacher, 1995 to 2005</i>
Name: <i>TBA</i> Title: <i>Hayden/Winkelman Community Liaison</i> FTE on this project: <i>.06</i>	<i>Community outreach for Hayden Public Library ; Hayden / Winkelman Area Community Liaison</i>
Name: <i>TBA</i> Title: <i>Northern Gila County Community Liaison</i> FTE on this project: <i>.28</i>	<i>Community outreach for Payson/Star Valley/Pine-Strawberry/Tonto Basin/Gisela/Roosevelt</i>
Name: <i>TBA</i> Title: <i>Globe/Miami Community Liaison</i> FTE on this project: <i>.28</i>	<i>Community Liaison for Globe/Miami/Wheatfields/Claypool</i>

***In addition, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key personnel involved in the project and listed above. If awarded and there is a change in staff or a vacant position filled, a Staff Change Notification form and resume must be uploaded via the Communication Log in PGMS within 14 days of hire.**

KEY PERSONNEL INCLUDE ANYONE WHO WILL BE PAID FROM THE GRANT

See next pages for Key Personnel information.

Gila County Library District
Job Title: Public Services Librarian

Purpose of the Job

The purpose of this position is to provide library paraprofessional support and grant management to the County Library District, the eight affiliate libraries, and four special resource centers to enable access to information, programming, and resources for the constituents of Gila County.

This position maintains the library website, develops the collection and processes materials, collects data, performs some accounting duties, and administers grants. The assistant participates in managing and promoting programs, provides training, and manages the interlibrary loan service.

SUPERVISORY RESPONSIBILITIES

Assigns work to other employees and supervises related activities.

Provides recommendations on hiring employees; on scheduling work hours of employees; employee training; granting time off; employee coaching; and managing assistants.

ESSENTIAL DUTIES AND RESPONSIBILITIES	TIME SPENT
• Maintains content of library district website and virtual library while monitoring affiliate public library pages for correct content and encouraging updates.	15%
• Develops collection and processes library materials in variety of formats; promotes Wellness Program for county under direction of Wellness Coordinator.	15%
• Collects data from various library resources for district monthly.	10%
• Completes grant applications, manages successful grants, writes necessary reports, attends mandatory grantee meetings, and conducts presentations at grantors meetings.	10%
• Collects data to complete annual Arizona Library Statistical Report for Library District and assists affiliate librarians in completion of their reports.	10%
• Manages registrations for First Things First Early Literacy Program (Imagination Library); conducts annual direct mail parent satisfaction survey.	10%
• Conducts early literacy training of temporary part-time employees and caregivers of children up to five years of age; conducts library system training for affiliate library staff.	10%
• Logs requisitions and invoices; maintains projects in New World system.	10%
• Manages interlibrary loan service, which involves help desk service and training for ILL clerks at each library	10%
• Performs other duties as assigned	10%

BUDGET RESPONSIBILITIES

Provides research support in the preparation of departmental and project budget.

PROJECT RESPONSIBILITIES

Provide project research support organizational planning projects; process improvement projects; technology projects; and employee training & development projects.

ORAL COMMUNICATION DUTIES

This position trains colleagues; explains County procedures; responds to public inquiries

WRITTEN COMMUNICATION DUTIES

This position creates or edits emails; writes grants; reports, letters, etc.

INTERACTIONS WITH THE GENERAL PUBLIC

Interacts extensively with employees, the public, Board of Supervisors, regulatory bodies, and other institutions over the telephone, by email, and/or in person.

INTERACTIONS SPECIFICALLY WITH CUSTOMERS

Continuously (More than 70% but less than 85% in a year).

MINIMUM EDUCATION REQUIRED

Baccalaureate Degree in library Science or related field, Master's Degree preferred.

MINIMUM YEARS OF EXPERIENCE REQUIRED

Two (2) years Librarian experience.

PROFESSIONAL CREDENTIALS REQUIRED

None.

KNOWLEDGE REQUIRED

Customer and personal service; training; library science; information technology; grant writing and management.

SKILLS REQUIRED

Active learning, creative writing, reading, customer service, presentation (small to medium groups), delivering training, multi-tasking, typing and data entry.

ABILITIES REQUIRED

Express one's self orally, categorize and group data, multi-task, read and write at college level, other, catalog resources for libraries using marc formatting.

PHYSICAL DEMANDS

- Regularly sits to complete report; regularly sits to operate computers; occasionally sits to complete a program; rarely sits to attend to reception areas.
- May be required to lift work related materials, equipment, tools, and/or gears; up to 50 lbs.
- Regularly requires dexterity for keyboard operation.
- Incumbents in this position may be required to occasionally bend; occasionally stoop; and occasionally kneel to complete tasks.

WORK ENVIRONMENT

Incumbents in this position constantly spend time in office environment; in lobby environment; and in library.

SAFETY RISK EXPOSURE

Incumbents in this position are generally not exposed to safety risk.

PROTECTIVE GEAR & SAFETY MANUALS

Incumbents in this position are required to constantly follow written safety procedures and manuals relevant to the division or department.
Incumbents in this position may constantly require to wear safety footwear.

CONSEQUENCES OF ERROR

Potential errors can cause inconveniences to other employees, and/or delays in related work areas. Delays of service are possible.

Gila County Library District

Job Title: Early Literacy Community Outreach Liaison

(Temporary Part-time)

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years. This includes taking the early literacy experience to populations that do not have direct access to a library facility and promoting library services and resources to community groups, all with an emphasis on early literacy and reading.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- 1. Maintains patron confidentiality in compliance with Arizona state law.*
- 5. Conducts early literacy outreach for parents/caregivers of children ages birth to five years.*
- 6. Develops and implements a plan for providing outreach services for assigned areas of Gila County by working closely with the County Librarian.*
- 7. Works with schools, daycare providers, WIC, Head Start, teen parenting groups, the Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is birth to five years.*
- 8. Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide services to ages birth to five years.*
- 9. Seeks out opportunities and makes early literacy presentations to community groups; focuses on groups that include target populations.*
- 10. Works closely with the County Librarian in planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.*
- 11. Prepares monthly reports and forwards as directed.*
- 12. Performs other related and necessary duties as assigned.*

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- Must have a current driver's license valid in the State of Arizona and a vehicle to do site visits.*
- Education and/or experience in early literacy programming.*
- Proficiency with word processing and email.*
- Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks*

REPORTING RELATIONSHIPS

Reports to: County Librarian, Public Services Librarian

Deborah Diana Leverance

654 North Cochise Street
928-275-0577
Globe, Arizona 85501
dleverance@gmail.com

EXPERIENCE IN EDUCATION

Coordinator of Special Projects, July 2014 - Present: Globe Unified School District, Serve and support district administrators and supervise staff in the area of Title I, Special Needs, Federal Projects, ELL and other pilot projects. Assist Title I budget and academic planning, coordinating needs assessment, data collection, acquiring services of school psychologists/consultants, counselors, gifted program personnel, program specialists, special education teachers and others. Develop and deliver training to staff in related areas.

Project Director, July 2012 to June 2013: Gila County Education Service Agency, Facilitate the effective and successful implementation, management and oversight of the Arizona Rural Tri-County Education Innovation Initiative Project (ARTEII) in Gila, Graham and Greenlee counties. This is a three-year Helios-supported grant endeavoring to support a more collaborative and rigorous culture among educators.

Technology Integration Specialist, July 2011 to June 2012: Gila County Education Service Agency, Facilitate and provide professional development, Promote the integration of technology in effective classroom practice, Communicate resource and training opportunities to educators throughout county, Produce and deliver statewide online learning through a variety of platforms.

Teacher, August 2009 to June 2011: Southern Gila County Preparatory Academy, Research, develop and deliver higher level curriculum units for classes of highly-motivated students in grades three through eighth. Work with teachers throughout the county to suggest and facilitate implementation of effective classroom strategies, simplify access to a variety of standard-enhancing resources and working with teachers exploring alternative approaches to meeting the needs of challenging students.

Principal, 2005 to June 30, 2009: Holy Angels School, private school community with 150 students, grades PreK – 8th.

Assistant Principal, 2000 to 2005: Holy Angels School, Responsible for curriculum review, professional development, grant writing, technology planning and implementation, oversight of school improvement process, school emergency planning.

Evening Instructor, 2000 to 2005: Liberty High School, Led evening program with students who could not adjust to daytime classes due to behavior issues, parenting obligations, or because of participation in the work/study program, Responsible for transcript analysis, course design, monitor and record progress and develop community resources to provide variety and motivation.

Teacher, 1995 to 2005: Holy Angels School, Sixth grade homeroom, math teacher grades 5 – 8. Student Council Advisor, Science Olympiad Coach, Chair of two Accreditation/Self-evaluation teams, (1996, 2002) Special Education and federal programs teacher/coordinator.

Teacher, 1994 to 1995: Saint Charles Mission School, Kindergarten

EDUCATION AND SIGNIFICANT PROFESSIONAL DEVELOPMENT

ADE AZ Certified Common Core Trainer: Math and ELA, 2012	Leadership Seminar on Mathematics PD, 2012
Intel Teach Facilitator Training, 2011	Differentiated Instruction Train the Trainer, 2011
Facilitating Online Professional Development, 2011	PeerEd Peer Coaching Facilitator Training, 2011
Differentiated Instruction: It's Not Your Average Process, Participant and Coach, 2009 - 2010	Masters of Education Leadership, Marymount University, 2008
National Board Teacher Certification, Middle Childhood Generalist, 2002	Northern Arizona University, Special Education Certification training, 2002
Arizona School Service through Educational Technology, Master Teacher Training, 2001	Bank of America Exemplary Teachers for Arizona, Arizona State University, 1999 - 2000
Environmental Protection Agency Institute for Teachers, Morgan State University, 1998	Prescott College, Elementary Education, Teacher certification program, 1995, 4.0 GPA
University of Arizona, Literature for Adolescents, 1992	Northern Arizona University, B.S., Business Administration, Management, 1983, Magna cum Laude

Attachment E

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
N/A			
TOTAL:			

*Should include only those funds that will support the program detailed the awarded First Things First grant award

Attachment F

First Things First Standard Agency Information Collection Form

A. Agency Information:

Program Name (if applicable) Parent Education and Community Based Training

Agency Gila County Library District Contact Person Jacque Griffin

Address 1400 E Ash Street. Position County Librarian

Address _____ Email jgriffin@gilacountyaz.gov

City, State, Zip Globe, AZ 85501 Phone (928) 402-8770 Ext _____

County Gila Fax (928) 425-3462

Employer Identification Number: 86-6000444

Agency Classification: State Agency County Government Local Government Schools
 Tribal Faith Based Non Profit Private Organization Other

Have you previously conducted business with First Things First using this EIN? Y N

If not, please go to http://www.gao.az.gov/Vendor/account_setup_home.asp, download the State of Arizona Substitute W-9 Form, and submit with your application

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 6, 8

Go to <http://www.azredistricting.org> and click on Final Maps to identify your Congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 0.00

Agency's fiscal year-end date: June 30

Agency's accounting method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y N

Contact information for firm conducting agency audit:

Audit firm: Moss-Adams

Address: 8800 E. Raintree, Suite 210 Scottsdale, AZ 85260

Phone: 480-444-3424

B. Proposed Program Information/Description:

Amount requested: \$85,000

Service area of proposed program: The communities of Gila County and Tribal Lands including the Tonto Apache Tribe, not including the portion of the Fort Apache Indian Reservation within Gila County, and not including the portion of the San Carlos Apache Indian Reservation within Gila County

Target population of proposed program: 1800 (78 % of the 2321 children ages birth to 5 years per 2010 U.S. Census Data)

Lead Strategy - Parent Outreach and Awareness

There are assigned Service units for the strategy award from First Things First. Given the Listed Service Unit, provide a contracted number for FY 14.

Number of books distributed: 21,600

Number of events held: N/A

Number of resource guides distributed: N/A

Number of workshops held: 10

Important Items to note:

- **If you are providing a different contracted service number than what was contracted in FY 14, provide a brief description explaining the change.**
- **If you are not providing services for a particular service unit within a strategy that has more than one service unit, please indicate "NA."**
- **A complete listing of First Things First Target Service Unit descriptions can be found in PGMS under the Grantee Resources folder.**

Please provide a brief description (250 words or less) of the proposed program. This description will be used by First Things First for all public information regarding the grant.

Gila County Library District will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs in libraries that provide training to parents about the importance of early literacy development for young children birth through age five.

Community Liaisons will conduct outreach in locations where parents of children ages birth to five years might be found. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail addressed to the child. Upon reaching 5 years of age, each child will receive a one year subscription to a high quality magazine to extend our efforts to include those five year olds.

Gila County Library District will persist in its collaborative efforts with the Gila County WIC program, Battered Women's shelters, Teen Pregnancy Programs, and local hospitals in an effort to reach as many parents/caregivers of children birth through age 5 with our Early Literacy message.

Contact Information:

For each contract in the Partner and Grants Management System (PGMS), there are four contact slots available that provide a varying degree of access. The four slots are the Main Contact (all access), the Program Contact (access to narrative and data reports), the Evaluation Contact (access to only data reports) and the Finance Contact (budget and reimbursements.) The same person may be assigned to more than one slot.

Main Contact: This person has overall responsibility for ensuring the program is successfully implemented and will have access to all financial, programmatic, and data reports in PGMS.

Main Contact: Jacque Griffin

Position: County Librarian

Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

Email: jgriffin@gilacountyaz.gov

Phone: (928) 402-8770 Ext. _____ Fax: (928) 425-3462

Program Contact: This person has responsibility for the regular program operations. They will be able to access program narrative and data reports in PGMS.

Program Contact: TBA

Position: Public Services Librarian

Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

Email: _____

Phone: (928) 402-8768 Ext. _____ Fax: (928) 425-3462

Financial Contact: This person has the responsibility for financial accounting and reporting including submitting reimbursement request through PGMS. They will be able to access financial information in PGMS.

Financial Contact: TBA

Position: Public Services Librarian

Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

Email: _____

Phone: (928) 402-8768 Ext. _____ Fax: (928) 425-3462

Evaluation Contact: This contact person has responsibility for the program's evaluation and data collection activities. They will be able to access the data reports in PGMS.

Evaluation Contact: TBA

Position: Public Services Librarian

Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

Email: _____

Phone: (928) 402-8768 Ext. _____ Fax: (928) 425-3462

PGMS Training

If any of the contacts are new or in need of technical assistance with PGMS, please indicate the type of training and which contact:

<input checked="" type="checkbox"/> Accessing/Navigating PGMS	Contact(s): <u>Public Services Librarian, when hired</u>
<input checked="" type="checkbox"/> Narrative/Data Report Entry	Contact(s): <u>Same as above</u>
<input checked="" type="checkbox"/> Reimbursements/Budget Modifications	Contact(s): <u>Same as above</u>
<input type="checkbox"/> Other: _____	Contact(s): _____

ARF-2618

Regular Agenda Item 4. Q.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Finance Division

Fiscal Year: FY 14-15 Budgeted?: Yes

Contract Dates 6-26-14 to Grant?: No

Begin & End: 6-25-15

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract Award for Bid No. 041414 Bulk Fuel and Lubricants.

Background Information

The current contract for a supplier to deliver bulk fuel and lubricants to Gila County will expire on June 25, 2014. The County is seeking a supplier for the fiscal year of 2014-2015.

Invitation for Bid No. 041414 for a bulk fuel and lubricants was advertised in the Arizona Silver Belt on May 28th and June 4th, 2014. The bids were received and opened in a public setting on June 11, 2014.

Evaluation

Bids were received from four (4) suppliers. Three of the four bidders provided pricing for both fuel and lubricants, and one bidder provided pricing for lubricants only. Bid responses were evaluated in accordance with A.R.S. § 41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

Based on the number of lines items of the lubricants and the responses received, further analysis and review of the pricing is deemed necessary by the Finance Department in order to provide maximum savings to the County. A recommendation for award for the lubricant portion of Invitation to Bid No. 041414 will take place at the August 5, 2014, Board of Supervisors' meeting.

Conclusion

After extensive review, based on the bid responses received, it is the goal of the Finance Department and the Public Works Department to award a contract to the lowest, most responsible and qualified bidder (s).

Recommendation

The Staff recommends that the Board of Supervisors approve the award of Invitation for Bids No. 041414 for bulk fuel and lubricants for Gila County to Canyon State Oil - for the fuel portion of the solicitation for a term of 12 months from June 26, 2014, to June 25, 2015, with the option for two (2) one- (1) year contract term renewals.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 041414 for the purchase and delivery of bulk fuel and lubricants; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius)**

Attachments

IFB 041414 Bid Tabulation Form

IFB 041414 Bid Tabulation Breakdown Spreadsheet

Contract 041414 Bulk Fuel & Lubricants

Addenda 1 & 2 for IFB 041414 Bulk Fuel & Lubricants

Legal Explanation

BID TABULATION FORM



GILA COUNTY

BID

TITLE:

Bulk Fuel & Lubricants

BID

DUE

NO:

041414

DATE:

June 11, 2014

TIME:

10:00 A.M.

R
A
N
K
I
N
G

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Canyon State Oil		See attached for items priced
2	M.V. Enterprises		See attached for items priced
3	Senergy Petroleum		See attached for items priced
4	Western Refining Wholesale	Bid Lubricants Only	

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0563	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0642	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0942	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.1440	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.1740	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

*No Taxes are to be included in the price.
Prices shall include all costs required to deliver and unload fuel at the requested location.*

ATTACHMENT "C"

<p>PRICE SHEET</p> <p>Gila County 1400 East Ash Street Globe, Arizona 85501</p> <p>SOLICITATION NO. 041414</p>
--

Contractor Name: Canyon State Oil Number: N/A

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4 (CJ-4)	\$4.28	\$17.06	\$51.15	\$505.45
5W – 20W S/N Full Synthetic Engine Oil	\$5.46	N/A	N/A	\$407.55
5W – 30W S/N Full Synthetic Engine Oil	\$5.46	N/A	N/A	\$407.55
90W API GL-5 Gear Oil	\$4.88	N/A	\$70.80	\$766.81
75W – 90W Full Synthetic Gear Oil	\$11.53	N/A	\$201.90	\$2,082.30
CAT TO-4 30WT or equivalent	N/A	N/A	\$75.55	\$667.15
CAT TO-4 50WT or equivalent	N/A	N/A	\$75.55	\$667.15
Tractor Hydraulic Oil 46WT	N/A	\$17.25	\$69.65	\$697.40
LLC Extended Life Antifreeze (Pink) (ELC - 50/50)	N/A	\$9.23	N/A	\$473.57

NON-METERED PRODUCTS	PRICE PER TUBE -QUART-	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	\$2.98	N/A	\$122.00	\$1,196.00
Multipurpose #2 Chassis Lube	\$3.00	N/A	\$122.00	\$1,040.00
Extreme Pressure 3% Moly #1 Chassis Lube	\$3.48	N/A	\$155.60	\$1,316.00
Extreme Pressure 3% Moly #2 Chassis Lube	\$3.75	N/A	\$155.60	\$1,316.00

Sales Tax, State of: Arizona & City of: Phoenix
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

Canyon State Oil
 Company Name


 Company Representative

If payment is made within 30 days after receipt of goods or services, the above quoted price can be discounted by 0.0 %.

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: M. V. Enterprises Inc. Number: _____

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
				A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.1700 +.08	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.131 +.08	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
				A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.1900 +.10	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
				A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.2400 +.15	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.2010 +.15	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.2400 +.15	A.D.O.T. State O.P.I.S. Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.2010 +.15	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.3900 +.30	A.D.O.T. State O.P.I.S. Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.3510 +.30	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

No Taxes are to be included in the price.

Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET Gila County 1400 East Ash Street Globe, Arizona 85501 SOLICITATION NO. 041414

Contractor Name: M. V. Enterprises Inc. Number: _____

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4 <u>Delvac / Case</u>	<u>12 qt case</u> 53.00	<u>4 gal case</u> 62.08	80.00	739.50
5W – 20W S/N Full Synthetic Engine Oil	<u>6 qt case</u> 50.00	N.A.	N.A.	1357.50
5W – 30W S/N Full Synthetic Engine Oil	<u>6 qt case</u> 50.00	N.A.	N.A.	1357.50
90W API GL-5 Gear Oil <u>80/90</u>	<u>12 qt case</u> 60.00	N.A.	86.00	808.50
75W – 90W Full Synthetic Gear Oil	N.A.	<u>4 gal case</u> 121.00	161.00	1432.00
CAT TO-4 30WT or equivalent	N.A.	N.A.	79.00	732.50
CAT TO-4 50WT or equivalent	N.A.	N.A.	87.00	732.50
Tractor Hydraulic Oil 46WT	N.A.	N.A.	54.00	464.50
LLC Extended Life Antifreeze (Pink)	N.A.	<u>6 gal case</u> 85.00	N.A.	669.50

NON-METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	<u>Tubes</u> N.A.	N.A.	N.A.	N.A.
Multipurpose #2 Chassis Lube	3.41 EA	N.A.	117.00	1024.50
Extreme Pressure 3% Moly #1 Chassis Lube	N.A.	N.A.	N.A.	N.A.
Extreme Pressure 3% Moly #2 Chassis Lube	3.66 EA	NA	N.A.	1,258.50

Sales Tax, State of: Arizona & City of: Globe
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

M. V. Enterprises Inc.
 Company Name

Louis M. Subanovich
 Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: ENERGY PETROLEUM Number: _____

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	<i>MINUS \$0.0140</i>	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.0700</i>	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.1150</i>	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.2500</i>	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.3200</i>	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.1650</i>	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.1650</i>	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.7100</i>	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	<i>PLUS \$0.3800</i>	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

*No Taxes are to be included in the price.
Prices shall include all costs required to deliver and unload fuel at the requested location.*

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: SENERGY PETROLEUM Number: _____

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4	\$3.56	\$15.12	\$56.30	\$528.00
5W – 20W S/N Full Synthetic Engine Oil	\$6.10	N/A	\$121.30	\$1,199.00
5W – 30W S/N Full Synthetic Engine Oil	\$6.10	N/A	\$125.15	\$1,241.31
90W API GL-5 Gear Oil	\$4.88	N/A	\$84.00	\$826.31
75W – 90W Full Synthetic Gear Oil	N/A	N/A	\$179.31	\$2,056.31
CAT TO-4 30WT or equivalent	N/A	N/A	\$71.77	\$679.46
CAT TO-4 50WT or equivalent	N/A	N/A	\$74.62	\$710.77
Tractor Hydraulic Oil 46WT	N/A	N/A	\$52.08	\$462.85
LLC Extended Life Antifreeze (Pink)	N/A	N/A	\$50.77	\$448.46

NON-METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	N/A	N/A	N/A	N/A
Multipurpose #2 Chassis Lube	N/A	\$3.15/lb (Tubes)	\$112.00	\$1,150.77
Extreme Pressure 3% Moly #1 Chassis Lube	N/A	N/A	N/A	\$1,335.39
Extreme Pressure 3% Moly #2 Chassis Lube	N/A	\$3.93/lb (Tubes)	\$129.50	\$1,335.39

Sales Tax, State of: ARIZONA & City of: PHOENIX
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

SENERGY PETROLEUM

JAMES C. RASKIE

Company Name

Company Representative

If payment is made within _____ days after receipt of goods or services, the above quoted price can be discounted by _____%.

NO PROMPT PAY DISCOUNT

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: WESTERN REFINING Number: 602-473-6581

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

<p>PRICE SHEET</p> <p>Gila County 1400 East Ash Street Globe, Arizona 85501</p> <p>SOLICITATION NO. 041414</p>
--

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

No Taxes are to be included in the price.

Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: WESTERN REFINING Number: 602-478-6581

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W - 40W WT- 4 CJ-4	NA	NA	53.30	530.75
5W - 20W S/N Full Synthetic Engine Oil	3.602	NA	NA	1125.96
5W - 30W S/N Full Synthetic Engine Oil	3.602	NA	NA	1125.96
90W API GL-5 Gear Oil	4.743	NA	89.72	775.20
75W - 90W Full Synthetic Gear Oil	7.702	29.51	155.83	1438.80
CAT TO-4 30WT or equivalent	NA	NA	74.58	764.94
CAT TO-4 50WT or equivalent	NA	NA	74.52	764.28
Tractor Hydraulic Oil 46WT	NA	NA	48.05	473.00
LLC Extended Life Antifreeze (Pink) RBD	NA	10.60	NA	530.75
HWY DUTY ANTIFREEZE - PINK	NA	6.93	NA	350.63
NON-METERED PRODUCTS	PRICE PER CASE QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	26.41	NA	99.57	1065.33
Multipurpose #2 Chassis Lube	20.85	NA	99.94	885.76
Extreme Pressure 3% Moly #1 Chassis Lube	NA	NA	NA	1183.36
Extreme Pressure 3% Moly #2 Chassis Lube	32.29	NA	121.60	1212.16

Sales Tax, State of: ARIZONA & City of: TEMPE
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-State vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

WESTERN REFINING WHOLESALE

Company Name


Company Representative

If payment is made within N/A days after receipt of goods or services, the above quoted price can be discounted by N/A %.

**BULK FUEL AND LUBRICANTS
 BID NO 041414**

DESCRIPTION	Estimated Gas Usage FY 14-15	Estimated Diesel Usage FY 14-15	Canyon State Oil					MV Enterprises					Senergy Petroleum				
			O.P.I.S. Rack Price Gas	Estimated Gas Cost for FY 14-15	O.P.I.S. Rack Price Diesel	Estimated Diesel Cost for FY 14-15	Estimated Gas and Diesel Cost for FY 14-15	O.P.I.S. Rack Price Gas	Estimated Gas Cost for FY 14-15	O.P.I.S. Rack Price Diesel	Estimated Diesel Cost for FY 14-15	Estimated Gas and Diesel Cost for FY 14-15	O.P.I.S. Rack Price Gas	Estimated Gas Cost for FY 14-15	O.P.I.S. Rack Price Diesel	Estimated Diesel Cost for FY 14-15	Estimated Gas and Diesel Cost for FY 14-15
BULK FUEL																	
Globe Shop	52,600	25,750	0.0235	1,236.10	0.0535	1,377.63	2,613.73	0.0800	4,208.00	0.0800	2,060.00	6,268.00	-0.0140	-736.40	0.0700	1,802.50	1,066.10
Courthouse	37,420	0	0.0563	2,106.75	0.0000	0.00	2,106.75	0.1000	3,742.00	0.0000	0.00	3,742.00	0.1150	4,303.30	0.0000	0.00	4,303.30
Tonto Basin Maint. Yard	16,940	10,350	0.0642	1,087.55	0.0942	974.97	2,062.52	0.1500	2,541.00	0.1500	1,552.50	4,093.50	0.2500	4,235.00	0.3200	3,312.00	7,547.00
Payson Maintenance Yard	53,120	41,900	0.0235	1,248.32	0.0535	2,241.65	3,489.97	0.1500	7,968.00	0.1500	6,285.00	14,253.00	0.1650	8,764.80	0.1650	6,913.50	15,678.30
Young Maintenance Yard	5,800	7,000	0.1440	835.20	0.1740	1,218.00	2,053.20	0.3000	1,740.00	0.3000	2,100.00	3,840.00	0.7100	4,118.00	0.3800	2,660.00	6,778.00
AVERAGES	165,880	85,000	0.0623	6,513.91	0.0750	5,812.25	12,326.16	0.1560	20,199.00	0.1360	11,997.50	32,196.50	0.2452	20,684.70	0.1870	14,688.00	35,372.70

Estimated Gas & Diesel Cost is the percentage the vendor proposes to add or (subtract) from the O.P.I.S. weekly average rack price, as published every Monday

DESCRIPTION	Estimated Gas Usage FY 14-15	Estimated Diesel Usage FY 14-15	Western Refining				
			O.P.I.S. Rack Price Gas	Estimated Gas Cost for FY 14-15	O.P.I.S. Rack Price Diesel	Estimated Diesel Cost for FY 14-15	Estimated Gas and Diesel Cost for FY 14-15
BULK FUEL							
Globe Shop	52,600	25,750	No Bid	0.00	No Bid	0.00	0.00
Courthouse	37,420	0	No Bid	0.00	No Bid	0.00	0.00
Tonto Basin Maint. Yard	16,940	10,350	No Bid	0.00	No Bid	0.00	0.00
Payson Maintenance Yard	53,120	41,900	No Bid	0.00	No Bid	0.00	0.00
Young Maintenance Yard	5,800	7,000	No Bid	0.00	No Bid	0.00	0.00
AVERAGES	165,880	85,000	0.0000	0.00	0.0000	0.00	0.00

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
041414
BULK FUEL AND LUBRICANTS**

Table of Contents	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	6
Section 3: Special Terms & Conditions.....	11
Section 4: Instructions to Submitters.....	17
Contract Forms:.....	Attachments "A-I"



GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
041414

BID DUE DATE: June 11, 2014 TIME: 10:00 AM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement –Guerrero Building
Opening: Conference Room
1400 E. Ash Street, Globe, AZ 85501

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

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 17, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: May 28 and June 4, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 12 months with 2 one year renewal options
Phone Number: 928-402-8612

Signed: Michael A. Pastor Date: 5/13/2014
Michael A. Pastor, Chairman, Board of Supervisors

Signed: Bryan B. Chambers Date: 5/13/2014
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

SOLICITATION NO. 041414

**SECTION 1
SPECIFICATIONS**

1. Purpose

It is the intent of this Invitation for Bid to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County.

2. Contractor Responsibilities

Contractor shall be required, upon delivery, to pump all fuels from containers into the County's storage tanks. It is the responsibility of the Contractor to supply pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.

Contractor shall send copies of all delivery tickets as outlined in Item 5 of this section, to the individual identified on the County's purchase order via email or fax within two (2) business days of delivery.

Contractor shall ensure delivery of correct quantities ordered. Any delivery in excess of actual quantities ordered shall be refused.

Contractor shall be responsible for any damage to equipment resulting from the delivery of fuel and from fuel product.

Contractor shall be responsible for all spillage, which may occur during transit, loading or unloading operations. Definition of a spill is any amount of fuel that can puddle on the ground; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.

Contractor shall immediately report any spillage or damage to the County. Clean up of spillage and/or repairs to the damaged equipment shall be performed in accordance with EPA and State of Arizona guidelines. Contractor must contact Terry Solberg at 928-812-0436 or John Root at 928-402-8524 when spillage occurs.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

3. County Responsibilities

The County will ensure access to the fuel locations during normal business hours of 7:00 A.M., MST through 4:00 P.M., MST, Monday through Friday.

The County will make an effort to ensure proper staff is on site when fuel is delivered in order to sign and date fuel delivery tickets. If fuel can not be delivered during normal business hours, stated above, please contact the Fuel Coordinator at 928-812-0436.

The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance. Contractor's failure to meet fuel compliance may be cause for contract cancellation.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

4. Product Specifications

Gasoline & Oxygenated Fuels

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site including winter/summer blends.

All fuels shall have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the improper use of the product.

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

Tank Location and Fuel Usage

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery. All tanks are AST (Aboveground Tanks)

Fuel Tank Location	Unleaded Tank (gallons)	Diesel Tank (gallons)	Usage for 2013-2014 Thru March 24, 2014	Usage for 2013-2014 Thru March 24, 2014	Estimated Usage for 2014-2015	Estimated Usage for 2014-2015
			Unleaded	Diesel	Unleaded	Diesel
Globe Shop 1001 Besich Blvd. Globe, Arizona 85501	10,000	10,000	39,451	19,314	52,600	25,750
Payson Maint. Yard 5324 East Highway 260 Payson, Arizona 85541	4,000	6,000	39,839	31,406	53,120	41,900
Tonto Basin Maint. Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553	3,000	3,000	12,703	7,758	16,940	10,350
Young Maint. Yard Highway 288 Milepost 305 Young, Arizona 85554	2,000	4,000	4,357	5,243	5,800	7,000
Courthouse 1400 E. Ash St., Globe, Arizona 85501	5,000	—	28,062	N/A	37,420	N/A

Lubricants

All products shall be approved for year round use under all load conditions common to normal fleet operations. All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturer's warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:

Metered Products:

- 15WT – 40WT CL-4
- 5WT – 20WT S/N Full Synthetic Engine Oil
- 5WT – 30WT S/N Full Synthetic Engine Oil
- 90WT API GL-5 Gear Oil
- 75WT – 90W Full Synthetic Gear Oil
- CAT TO-4 30WT or equivalent
- CAT TO-4 50WT or equivalent
- Tractor Hydraulic Oil 46WT
- LLC Extended Life Antifreeze (Pink)

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

Non-Metered Products:

- Multipurpose #1 Chassis Lube
- Multipurpose #2 Chassis Lube
- Extreme Pressure 3% Moly #1 Chassis Lube
- Extreme Pressure 3% Moly #2 Chassis Lube

5. Bulk Fuel Delivery Ticket

A delivery ticket which delineates the Contractor's name, address, type of fuel, grade of fuel, and float gauge reading prior to unloading and following unloading, shall be provided at the time of each delivery and left at each fuel site. A copy of the same delivery ticket shall be submitted per instructions on page 11, Item 5, invoicing.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

**SECTION 2
GENERAL TERMS AND CONDITIONS**

Award Contract

1. The Gila County Board of Supervisors reserves the right to waive any immaterial defects or informalities, or reject any or all offers or portions thereof, or reissue an invitation for bid, whichever is deemed to be in the best interest and most advantageous to Gila County.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Clerk of the Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bid (IFB) issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

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

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. **State and Local Transaction Privilege Taxes:** The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors, to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

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

SOLICITATION NO. 041414**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

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

Arbitration

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

Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

SOLICITATION NO. 041414**SECTION 3
SPECIAL TERMS AND CONDITIONS**

1. **Term of Contract**
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.
2. **Contract Extension**
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. **Changes**
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. **Bid Evaluation**
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. **Invoicing**
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document. Additionally, invoices may be emailed to: accountspayable@gilacountyaz.gov.

Each separate invoice shall include at a minimum.

- Description of items and listing of quantities
- Contractor Name and Address
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

All invoices must clearly outline: type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 041414**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Definitions

- O.P.I.S.: A nationwide petroleum information system which monitors and reports fuel prices per gallon, and fluctuations thereto, at each terminal location, on a daily basis.
- O.P.I.S. Price: A fuel price per gallon as reported by O.P.I.S., DTN Energy or equivalent, for a specific terminal location, for a specific day.
- Rack Price: Same as O.P.I.S. Price, i.e., the price of fuel per gallon at a specific terminal location for a specific day.
- Terminal Location: The product distribution site where fuel is made available to the vendor for storage or resale purposes.

8. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

9. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

10. Price Proposal

The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's AST storage tank.

All prices offered consider gallon usage and the fuel tank capacity.

All prices offered for fuel shall be based on the Oil Price Information Survey (O.P.I.S.) Phoenix Unbranded Average Rack price.

All prices offered shall indicate plus or minus (+ or -) O.P.I.S.

All prices offered shall be four decimal places from the published price by the respective O.P.I.S.

All applicable taxes shall be billed as a separate line item on the invoice (provide the name of the applicable tax).

All O.P.I.S. reports shall be faxed or electronically sent to the Fuel Coordinator.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

In the event a respective O.P.I.S. report is not available for any reason, the pricing from the last previous report will prevail.

If fuel is delivered on a Sunday, pricing shall be referenced from the Saturday's O.P.I.S. report.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

- **REGIONS:** Supplier must service all locations listed in the proposal.
 - Copper Region: Globe, Tonto Basin, Roosevelt
 - Timber Region: Payson, Young

Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in Item No. 10. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Supplier's or Gila County's discovery of any such price reduction.

11. Price Adjustment

The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County.

12. Safety Standards

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, and the Department of Environmental Quality.

13. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

SOLICITATION NO. 041414**14. Delivery**

Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier.

The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

15. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

16. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

17. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

18. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

19. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

SOLICITATION NO. 041414**20. Insurance Requirements**

The Contractor shall furnish Certificate(s) of Insurance to the County within three (3) calendar days of notification of award and prior to all contract extensions.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

SOLICITATION NO. 041414

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ or email to isgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

21. Licenses, Permits, Certifications, Fees

Contractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspension during the term of the contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the contracted services herein.

**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO SUBMITTERS AND SECTION 2, GENERAL TERMS AND CONDITIONS - AWARD CONTRACT, ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award pages, at time and place of opening, shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Offer Acceptance Period

An Offeror submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a best and final offer is requested pursuant to a request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the best and final offer due date.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Contract

Submittal Bid Format

It is requested that One (1) Original and Two (2) Copy (3 TOTAL), Original Signatures on all copies, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

- C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers, at the place and prior to the time designated for receipts of offers.
 3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 041414

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of Three (3) copies, all with original signatures* shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "BULK FUEL & LUBRICANTS", Bid No., "041414", Date "JUNE 11, 2014", and Time "10:00 AM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD



Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231

Board of Supervisors

Tommy C. Martin, District I
Michael A. Pastor, District II
John D. Marcanti, District III

SOLICITATION NO. 041414

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number
No.: 07-455011-Y

Federal Employer Identification

No.: 33-0488996

Southern Counties Oil Co., a California Limited Partnership
d.b.a. Canyon State Oil

Offeror's (Company) Name

2640 N. 31st Avenue

Address

Phoenix AZ 85009

City State Zip

602-269-7981 602-369-5185 (24 hr Cell)

Phone

602-269-2685

Facsimile

For clarification of this offer, contact:

Stanley W. Watkins

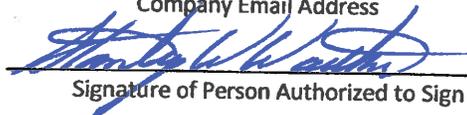
Printed Name

swatkins@canyonstateoil.com

Email Address

P.O. Box 18988 / Payments: P.O. Box 18490

Company Email Address



Signature of Person Authorized to Sign Offer

Stanley W. Watkins

Printed Name

June 10, 2014

Date

Industrial Account Sales & Tech Support

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the County.

This contract shall henceforth be referred to as Contract No. 041414

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Date: _____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard, Clerk of the Board

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Purpose

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

Bulk Fuel & Lubricant

The Contractor submitting this Bid warrants the following:

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

Canyon State Oil
2640 M. 31st Avenue, Phoenix, AZ 85009
602-269-7981

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating in Arizona: _____
(If Applicable)
6. Current Arizona Contractor License Number: _____
(If Applicable)

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


Signature of Authorized Representative

Stanley W. Watkins
Printed Name

Industrial Account Sales & Tech Support
Title

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0563	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0642	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0942	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

<p>PRICE SHEET</p> <p>Gila County 1400 East Ash Street Globe, Arizona 85501</p> <p>SOLICITATION NO. 041414</p>
--

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	Qty	Unit of Measure	Total Price OPIS Phoenix + or -	Description
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.1440	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.1740	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

No Taxes are to be included in the price.

Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4 (CJ-4)	\$4.28	\$17.06	\$51.15	\$505.45
5W – 20W S/N Full Synthetic Engine Oil	\$5.46	N/A	N/A	\$407.55
5W – 30W S/N Full Synthetic Engine Oil	\$5.46	N/A	N/A	\$407.55
90W API GL-5 Gear Oil	\$4.88	N/A	\$70.80	\$766.81
75W – 90W Full Synthetic Gear Oil	\$11.53	N/A	\$201.90	\$2,082.30
CAT TO-4 30WT or equivalent	N/A	N/A	\$75.55	\$667.15
CAT TO-4 50WT or equivalent	N/A	N/A	\$75.55	\$667.15
Tractor Hydraulic Oil 46WT	N/A	\$17.25	\$69.65	\$697.40
LLC Extended Life Antifreeze (Pink) (ELC - 50/50)	N/A	\$9.23	N/A	\$473.57

NON-METERED PRODUCTS	PRICE PER TUBE -QUART-	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	\$2.98	N/A	\$122.00	\$1,196.00
Multipurpose #2 Chassis Lube	\$3.00	N/A	\$122.00	\$1,040.00
Extreme Pressure 3% Moly #1 Chassis Lube	\$3.48	N/A	\$155.60	\$1,316.00
Extreme Pressure 3% Moly #2 Chassis Lube	\$3.75	N/A	\$155.60	\$1,316.00

Sales Tax, State of: Arizona & City of: Phoenix
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

Canyon State Oil

 Company Name



 Company Representative

If payment is made within 30 days after receipt of goods or services, the above quoted price can be discounted by 0.0 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** GENESEE & WYOMING, INC.
Contact: Gary Hernandez ghernandez@gwrr.com
Phone: 928-812-2524
Address: SR 188 & Bixby Road, Claypool, AZ 85532

2. **Company:** RUMMEL CONSTRUCTION INC.
Contact: Jessica Alvillar jalvillar@rummelconstruction.com
Phone: 602-695-9905
Address: 7520 E. Adobe Dr., Scottsdale, AZ 85255

3. **Company:** SOUTHWEST ROCK PRODUCTS, LLC
Contact: Jim Gowan jgowan@southwestrockproducts.com
Phone: 602-541-6965
Address: 85 W. Combs Road #101-444, San Tan Valley, AZ 85140

Canyon State Oil

Company Name



Signature of Authorized Representative

Industrial Account Sales & Tech Support

Title

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Southern Counties Oil Co., A California Limited Partnership	
	Business name/disregarded entity name, if different from above Canyon State Oil, a Division of Southern Counties Oil Co., LP	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) P.O. Box 18490	Requester's name and address (optional)
	City, state, and ZIP code Phoenix, AZ 85005	
List account number(s) here (optional)		

Part I: Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">4</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> </tr> </table>	Social security number																		Employer identification number									3	3	-	0	4	8	8	9	9	6
Social security number																																						
Employer identification number																																						
3	3	-	0	4	8	8	9	9	6																													

Part II: Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ Date ▶ <u>1/29/2013</u>

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

At the time of submission of bids for Invitation for Bid No. 041414 Bulk Fuel & Lubricants, my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

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

Canyon State Oil

Name of Firm



By: (Signature)

Industrial Account Sales & Tech Support

Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

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.

Gila 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."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Stanley W. Watkins
Printed Name

Industrial Account Sales & Tech Support
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 041414

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (Attachment A)	✓
Qualification & Certification Form (Attachment B)	✓
Price Sheet (Attachment C)	✓
References (Attachment D)	✓
IRS W-9 Form (Attachment E)	✓
Non-Collusion Affidavit (Attachment F)	✓
Intentions Concerning Subcontractors (Attachment G)	✓
Legal Arizona Works Act Compliance (Attachment H)	✓
Checklist and Addenda Acknowledgment (Attachment I)	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>	_____	_____	_____
Date	<u>5/19/2014</u>	<u>5/23/2014</u>	_____	_____	_____

Signed and dated this 10th day of June, 2014

Canyon State Oil

 CONTRACTOR:
[Signature]

 BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: **Offeror Name, Bid No. 041414 Bulk Fuel & Lubricants, Date 6-11-14, 10:00 A.M.** All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before June 11, 2014, 10:00 A.M.



ADDENDUM NO. 1

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 19, 2014

Invitation for Bids No. 041414 Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 1 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. Have any addendums been released for this bid?
No – this is Addendum No. 1
2. When is the anticipated award date?
Award is usually made within six weeks of bid due date.
3. When is the first Board meeting after the bid opening date?
June 24, 2014.
4. Have you ever terminated a contract for convenience?
No.
5. Will you split the award to different vendors? For example, award one vendor the fuel and a different vendor the lubricants?
No

The following statement shall be incorporated into the Bid Documents:
Lubricants will be delivered to the Globe and Star Valley yards only.

This concludes Addendum No. 1



ADDENDUM NO. 2

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 23, 2014

Invitation for Bids No. 041414 Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 2 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. In Item No. 10 – Price Proposal there seems to be a conflict. The first paragraph references the price percentage to be added or subtracted from the "weekly average rack price", yet the fourth paragraph in the same item states prices to be based on the "Unbranded Average Rack" price? Please clarify.

Strike out the word in paragraph four that reads "Unbranded".

All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix ~~Unbranded~~ Average Rack price.

Replace paragraph four with the following:

All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix Average Rack price.

This concludes Addendum No. 2



ADDENDUM NO. 1

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 19, 2014

Invitation for Bids No. 041414 Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 1 on Attachment “I”, Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. Have any addendums been released for this bid?
No – this is Addendum No. 1
2. When is the anticipated award date?
Award is usually made within six weeks of bid due date.
3. When is the first Board meeting after the bid opening date?
June 24, 2014.
4. Have you ever terminated a contract for convenience?
No.
5. Will you split the award to different vendors? For example, award one vendor the fuel and a different vendor the lubricants?
No

The following statement shall be incorporated into the Bid Documents:
Lubricants will be delivered to the Globe and Star Valley yards only.

This concludes Addendum No. 1



ADDENDUM NO. 2

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 23, 2014

Invitation for Bids No. 041414 Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 2 on Attachment “I”, Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. In Item No. 10 – Price Proposal there seems to be a conflict. The first paragraph references the price percentage to be added or subtracted from the “weekly average rack price”, yet the fourth paragraph in the same item states prices to be based on the “Unbranded Average Rack” price? Please clarify.

Strike out the word in paragraph four that reads “Unbranded”.

All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix ~~Unbranded~~ Average Rack price.

Replace paragraph four with the following:

All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix Average Rack price.

This concludes Addendum No. 2



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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.

ARF-2574

Regular Agenda Item 4. R.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Bryan Chambers, Deputy Attorney Principal
Submitted By: Bryan Chambers, Deputy Attorney Principal, County Attorney

Department: County Attorney

Fiscal Year: Tax Years 2012, 2013, and 2014
Budgeted?: Yes

Contract Dates Tax Years 2012, 2013, and 2014
Begin & End:
Grant?: No

Matching Requirement?: No
Fund?: Renewal

Information

Request/Subject

Proposed Stipulated Judgments in three Tax appeals regarding Rim Country Express LLC. (TX 2011-000854, TX 2012-000780, and TX 2013-000666.)

Background Information

Rim Country Express LLC has filed property tax appeals for tax years 2011, 2012, and 2013 regarding a parcel it owns in Gila County. Rim Country Express and the Gila County Assessor's Office have negotiated a proposed settlement of those appeals. The Board of Supervisors must approve any settlement of the lawsuits.

Evaluation

The proposed stipulated judgments would resolve the three pending lawsuits.

Conclusion

The Board may choose to accept the proposed stipulated judgments, reject them or propose other terms. If there is no settlement, the dispute would be resolved by trial in tax court.

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) for legal advice and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorneys regarding its position in settlement discussions.

Recommendation

The County Attorney recommends that the Board consider the proposed stipulated settlements and determine whether to accept them, reject them, or suggest other terms.

Suggested Motion

Information/Discussion/Action to approve Stipulated Judgments in Rim Country Express LLC. v. Gila County, TX 2011-000854, TX 2012-000780, and TX 2013-000666. Pursuant to A.R.S. § 38-431.03(A)(3) the Board may vote to go into executive session to receive legal advice from its attorney. Pursuant to A.R.S. § 38-431.03(A)(4) the Board may vote to go into executive session in order to consider its position and instruct its attorneys regarding the Board's position in settlement discussion to resolve the lawsuit.

(Bryan Chambers)

Attachments

2013 Judgment

2012 Judgment

2011 Judgment

1 **BRADLEY D. BEAUCHAMP, Gila County Attorney**
2 **Bryan B. Chambers, Deputy County Attorney**
3 **AZ State Bar # 014371**
4 **1400 E. Ash Street**
5 **Globe, AZ 85501**
6 **PH: (928) 425-3231 ext. 8630**
7 **FX: (928) 425-3720**
8 bchambers@co.gila.az.us

9 Attorneys for Defendant Gila County

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN THE ARIZONA TAX COURT**

12 **RIM COUNTRY EXPRESS INN LLC,**
13 **an Arizona limited liability company,**

14 **Plaintiff,**

15 **v.**

16 **GILA COUNTY, a political**
17 **subdivision of the State of Arizona,**

18 **Defendant.**

No. TX 2013-000666

STIPULATED JUDGMENT

19 The parties having stipulated to the entry of Judgment and good cause appearing:

20 **IT IS ORDERED, ADJUDGED AND DECREED,**

21 1. That the full cash values of Gila County tax parcel number 30403020A shall
22 be changed to \$975,000 for the 2014 tax year.

23 2. That the limited property value of the said parcel for the 2014 year shall be
24 derived in accordance with the provisions of A.R.S. §42-13301 to 42-13304, as
25 applicable.
26

1 3. Plaintiff shall pay property taxes levied and assessed against the Subject
2 Property for the 2014 tax year in accordance with A.R.S. §42-16210. Plaintiff is
3 responsible for timely payment of taxes for the 2014 tax years regardless of whether a
4 property tax statement is issued which is consistent with this judgment.
5

6 4. In the event that Plaintiff pays all of the property taxes that were levied and
7 assessed on the Subject Property for the 2014 tax year, the Treasurer's Office will
8 determine the amount of such taxes due on the Subject Property based upon the full cash
9 and limited property values as set forth herein, and shall calculate the excess taxes that
10 have been paid for the 2014 tax year plus interest at the legal rate payable from the date of
11 overpayment until the Judgment is paid in full as provided in A.R.S. § 42-16214. Under
12 A.R.S. § 44-1201(B) and (F), the applicable rate of interest is 4.255%. Defendant shall
13 refund such excess taxes to the trust account of Frazer Ryan Goldberg and Arnold, LLP,
14 with interest thereon to be calculated in accordance with A.R.S. §42-16214.
15

16
17 5. In the event Plaintiff pays only the first half of the 2014 taxes due on the
18 subject property for the 2014 tax year, as provided by A.R.S. §42-16210, any refund due
19 Plaintiff shall first be applied to the second-half of taxes due for the 2014 tax year, and
20 shall then be applied to any prior year's taxes, interest and penalties that are unpaid and
21 delinquent on the property.

22 Any remaining balance due Plaintiff after deduction of second-half taxes and
23 delinquent prior tax year's taxes, interest and penalties shall be refunded to the trust
24 account of Frazer Ryan Goldberg and Arnold, LLP, with interest thereon to be calculated
25 in accordance with A.R.S. § 42-16214.
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

6. That the above amounts shall be calculated by the Gila County Treasurer and shall be paid by Gila County.

7. That the parties shall bear their own costs and attorney’s fees.

8. This judgment is the result of a settlement between the parties and shall not be used by either party for any other purpose except as a determination of values for the tax year indicated herein.

DONE IN OPEN COURT this ____ day of _____, 2014.

Judge Dean M. Fink
Judge of the Arizona Tax Court

APPROVED AS TO FORM AND SUBSTANCE

BRADLEY D. BEAUCHAMP
GILA COUNTY ATTORNEY

Bryan B. Chambers
Attorneys for Defendant Gila County

Douglas S. John
Giselle C. Alexander
Attorneys for

ORIGINAL, TWO COPIES of the foregoing and envelopes LODGED this ___ day of June, 2014 with:

1 Honorable Dean M. Fink
2 Judge of the Arizona Tax Court
3 125 W. Washington
4 Courtroom 202
5 Phoenix, AZ 85003

6

COPIES mailed by the Tax Court to:

7 Bryan B. Chambers
8 Deputy County Attorney
9 1400 E. Ash Street
10 Globe, AZ 85501

11 Douglas S. John
12 Giselle C. Alexander
13 FRAZER, RYAN, GOLDBERG & ARNOLD, L.L.P.
14 3101 North Central Avenue, Suite 1600
15 Phoenix, AZ 85012-2615

16 Deborah Hughes, Gila County Assessor
17 1400 E., Ash Street
18 Globe, AZ 85501

19

20

21

22

23

24

25

26

27

28

29

30

31

32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 **BRADLEY D. BEAUCHAMP, Gila County Attorney**
2 **Bryan B. Chambers, Deputy County Attorney**
3 **AZ State Bar # 014371**
4 **1400 E. Ash Street**
5 **Globe, AZ 85501**
6 **PH: (928) 425-3231 ext. 8630**
7 **FX: (928) 425-3720**
8 bchambers@co.gila.az.us

9 Attorneys for Defendant Gila County

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN THE ARIZONA TAX COURT**

12 **RIM COUNTRY EXPRESS INN LLC,**
13 **an Arizona limited liability company,**

14 **Plaintiff,**

15 **v.**

16 **GILA COUNTY, a political**
17 **subdivision of the State of Arizona,**

18 **Defendant.**

No. TX 2012-000780

STIPULATED JUDGMENT

19 The parties having stipulated to the entry of Judgment and good cause appearing:

20 **IT IS ORDERED, ADJUDGED AND DECREED,**

21 1. That the full cash values of Gila County tax parcel number 30403020A shall
22 be changed to \$975,000 for the 2013 tax year.

23
24 2. That the limited property value of the said parcel for the 2013 year shall be
25 derived in accordance with the provisions of A.R.S. §42-13301 to 42-13304, as
26 applicable.

1 3. Plaintiff shall pay property taxes levied and assessed against the Subject
2 Property for the 2013 tax year in accordance with A.R.S. §42-16210. Plaintiff is
3 responsible for timely payment of taxes for the 2013 tax years regardless of whether a
4 property tax statement is issued which is consistent with this judgment.
5

6 4. In the event that Plaintiff pays all of the property taxes that were levied and
7 assessed on the Subject Property for the 2013 tax year, the Treasurer's Office will
8 determine the amount of such taxes due on the Subject Property based upon the full cash
9 and limited property values as set forth herein, and shall calculate the excess taxes that
10 have been paid for the 2013 tax year plus interest at the legal rate payable from the date of
11 overpayment until the Judgment is paid in full as provided in A.R.S. § 42-16214. Under
12 A.R.S. § 44-1201(B) and (F), the applicable rate of interest is 4.255%. Defendant shall
13 refund such excess taxes to the trust account of Frazer Ryan Goldberg and Arnold, LLP,
14 with interest thereon to be calculated in accordance with A.R.S. §42-16214.
15

16
17 5. In the event Plaintiff pays only the first half of the 2013 taxes due on the
18 subject property for the 2013 tax year, as provided by A.R.S. §42-16210, any refund due
19 Plaintiff shall first be applied to the second-half of taxes due for the 2013 tax year, and
20 shall then be applied to any prior year's taxes, interest and penalties that are unpaid and
21 delinquent on the property.

22 Any remaining balance due Plaintiff after deduction of second-half taxes and
23 delinquent prior tax year's taxes, interest and penalties shall be to the trust account of
24 Frazer Ryan Goldberg and Arnold, LLP, with interest thereon to be calculated in
25 accordance with A.R.S. § 42-16214.
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

6. That the above amounts shall be calculated by the Gila County Treasurer and shall be paid by Gila County.

7. That the parties shall bear their own costs and attorney's fees.

8. This judgment is the result of a settlement between the parties and shall not be used by either party for any other purpose except as a determination of values for the tax year indicated herein.

DONE IN OPEN COURT this ____ day of _____, 2014.

Judge Dean M. Fink
Judge of the Arizona Tax Court

APPROVED AS TO FORM AND SUBSTANCE

BRADLEY D. BEAUCHAMP
GILA COUNTY ATTORNEY

Bryan B. Chambers
Attorneys for Defendant Gila County

Douglas S. John
Giselle C. Alexander
Attorneys for

ORIGINAL, TWO COPIES of the foregoing and envelopes LODGED this ____ day of June, 2014 with:

1 Honorable Dean M. Fink
2 Judge of the Arizona Tax Court
3 125 W. Washington
4 Courtroom 202
5 Phoenix, AZ 85003

6
7

COPIES mailed by the Tax Court to:

8 Bryan B. Chambers
9 Deputy County Attorney
10 1400 E. Ash Street
11 Globe, AZ 85501

12 Douglas S. John
13 Giselle C. Alexander
14 FRAZER, RYAN, GOLDBERG & ARNOLD, L.L.P.
15 3101 North Central Avenue, Suite 1600
16 Phoenix, AZ 85012-2615

17 Deborah Hughes, Gila County Assessor
18 1400 E., Ash Street
19 Globe, AZ 85501
20
21
22
23
24
25
26

27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 **BRADLEY D. BEAUCHAMP, Gila County Attorney**
2 **Bryan B. Chambers, Deputy County Attorney**
3 **AZ State Bar # 014371**
4 **1400 E. Ash Street**
5 **Globe, AZ 85501**
6 **PH: (928) 425-3231 ext. 8630**
7 **FX: (928) 425-3720**
8 **bchambers@co.gila.az.us**

9 Attorneys for Defendant Gila County

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN THE ARIZONA TAX COURT**

12 **RIM COUNTRY EXPRESS INN LLC,**
13 **an Arizona limited liability company,**

No. TX 2011-000854

Plaintiff,

v.

STIPULATED JUDGMENT

14 **GILA COUNTY, a political**
15 **subdivision of the State of Arizona,**

Defendant.

16 The parties having stipulated to the entry of Judgment and good cause appearing:

17 **IT IS ORDERED, ADJUDGED AND DECREED,**

18
19
20
21 1. That the full cash values of Gila County tax parcel number 30403020A shall
22 be changed to \$975,000 for the 2012 tax year.

23
24 2. That the limited property value of the said parcel for the 2012 year shall be
25 derived in accordance with the provisions of A.R.S. §42-13301 to 42-13304, as
26 applicable.

1 3. Plaintiff shall pay property taxes levied and assessed against the Subject
2 Property for the 2012 tax year in accordance with A.R.S. §42-16210. Plaintiff is
3 responsible for timely payment of taxes for the 2012 tax years regardless of whether a
4 property tax statement is issued which is consistent with this judgment.
5

6 4. In the event that Plaintiff pays all of the property taxes that were levied and
7 assessed on the Subject Property for the 2012 tax year, the Treasurer's Office will
8 determine the amount of such taxes due on the Subject Property based upon the full cash
9 and limited property values as set forth herein, and shall calculate the excess taxes that
10 have been paid for the 2012 tax year plus interest at the legal rate payable from the date of
11 overpayment until the Judgment is paid in full as provided in A.R.S. § 42-16214. Under
12 A.R.S. § 44-1201(B) and (F), the applicable rate of interest is 4.255%. Defendant shall
13 refund such excess taxes to the trust account of Frazer Ryan Goldberg and Arnold, LLP,
14 with interest thereon to be calculated in accordance with A.R.S. §42-16214.
15

16
17 5. In the event Plaintiff pays only the first half of the 2012 taxes due on the
18 subject property for the 2012 tax year, as provided by A.R.S. §42-16210, any refund due
19 Plaintiff shall first be applied to the second-half of taxes due for the 2012 tax year, and
20 shall then be applied to any prior year's taxes, interest and penalties that are unpaid and
21 delinquent on the property.

22 Any remaining balance due Plaintiff after deduction of second-half taxes and
23 delinquent prior tax year's taxes, interest and penalties shall be refunded to the trust
24 account of Frazer Ryan Goldberg and Arnold, LLP, with interest thereon to be calculated
25 in accordance with A.R.S. § 42-16214.
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

6. That the above amounts shall be calculated by the Gila County Treasurer and shall be paid by Gila County.

7. That the parties shall bear their own costs and attorney’s fees.

8. This judgment is the result of a settlement between the parties and shall not be used by either party for any other purpose except as a determination of values for the tax year indicated herein.

DONE IN OPEN COURT this ____ day of _____, 2014.

Judge Dean M. Fink
Judge of the Arizona Tax Court

APPROVED AS TO FORM AND SUBSTANCE

BRADLEY D. BEAUCHAMP
GILA COUNTY ATTORNEY

Bryan B. Chambers
Attorneys for Defendant Gila County

Douglas S. John
Giselle C. Alexander
Attorneys for RIM COUNTRY EXPRESS INN LLC

ORIGINAL, TWO COPIES of the foregoing and envelopes LODGED this ____ day of June, 2014 with:
Honorable Dean M. Fink
Judge of the Arizona Tax Court

1 125 W. Washington
2 Courtroom 202
3 Phoenix, AZ 85003

4 —

5 COPIES mailed by the Tax Court to:

6 Bryan B. Chambers
7 Deputy County Attorney
8 1400 E. Ash Street
9 Globe, AZ 85501

10 Douglas S. John
11 Giselle C. Alexander
12 FRAZER, RYAN, GOLDBERG & ARNOLD, L.L.P.
13 3101 North Central Avenue, Suite 1600
14 Phoenix, AZ 85012-2615

15 Deborah Hughes, Gila County Assessor
16 1400 E., Ash Street
17 Globe, AZ 85501

18

19

20

21

22

23

24

25

26

27

28

29

30

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ARF-2579

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Sadie Bingham, Recorder
Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

Department: Recorder's Office

Fiscal Year: 2014-2015 Budgeted?: No

Contract Dates 2014-2015 Grant?: No

Begin & End: (year to year basis)

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Intergovernmental Agreement with the Town of Payson for Election Services

Background Information

The Gila County Recorder's Office performs election services for various governmental agencies and special districts.

Historically, the Recorder's Office creates the documents required to be signed by the Chairman of the Board of Supervisors and the participating entities for each election whereby the assistance of the Gila County Recorder's Office is requested.

Each Intergovernmental Agreement (IGA) presented to the Board of Supervisors for approval is first reviewed and approved by Bryan Chambers, Deputy Attorney Principle.

Evaluation

The County Attorney's Office has reviewed and approved the IGA to provide election services to the Town of Payson and the next step in the process would be to present this IGA for the Board of Supervisors' approval.

Conclusion

The Gila County Recorder's Office has been requested to conduct the Town of Payson's "Vote by Mail" election which will be held on August 26, 2014, and, if needed, their run-off election on November 4, 2014.

Recommendation

The Gila Country Recorder's Office recommends that the Board of Supervisors approve this IGA.

Suggested Motion

Approval of an Intergovernmental Agreement for Election Services between the Gila County Recorder's Office and the Town of Payson to provide "Vote by Mail" election services on August 26, 2014, and, if needed, run-off election services on November 4, 2014.

Attachments

IGA/Election Services

Legal Explanation

GILA COUNTY BOARD OF SUPERVISORS
1 400 EAST ASH STREET, GLOBE, AZ 8550 1

GILA COUNTY RECORDER
1 400 EAST ASH STREET, GLOBE, AZ 8550 1

GILA COUNTY DEPARTMENT OF ELECTIONS
55 1 5 S. APACHE AVENUE, SUITE 900, GLOBE, AZ 8550 1



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

WHEREAS, the County of Gila has a comprehensive voting system and certified Elections Officials; and

WHEREAS, the Town of Payson seeks Gila County assistance in the conduct of elections; and

WHEREAS, it is good public policy and benefits the citizens of Gila County and is the purpose of this Agreement to make available to any City, Town, School District, or Special Election Jurisdiction within the limits of Gila County the services already in existence;

NOW THEREFORE IT IS AGREED by and between the County of Gila, hereinafter called the "County", through the agency of the Gila County Recorder and the Gila County Department of Elections, and the Town of Payson hereinafter called the "Jurisdiction," pursuant to ARS §16-172, 16-205 and §11-951 et seq., an agreement follows:

I. The County shall:

- a. Provide the services related to each election which are offered in the current Gila County, Arizona Jurisdiction Menu of Services, hereinafter Menu, and which are requested by the Jurisdiction as indicated on the Menu;

- b. Make available support services, ballots, voting equipment, vote tallying equipment, precinct supplies, and such other election materials and services as may be required for proper conduct of elections as agreed by the parties;
- c. To the extent the County determines it is able, provide personnel necessary to effectively administer an election as agreed by the parties;
- d. Furnish election administrative materials, which have been prepared for County elections, to the jurisdiction as agreed by the parties;
- e. Conduct early balloting and election functions at the polls as agreed by the parties.

II. The Jurisdiction shall:

- a. Submit to the County Recorder a completed Menu indicating which election services Jurisdiction is requesting the County to perform for each election. At least 150 calendar days prior to the election.
- b. Reimburse the County for costs as noted in the Menu for each election where services are requested by the Jurisdiction. Such costs shall include election materials, postage, supplies and equipment and/or personnel or any other service required in direct support of the Jurisdiction Elections;
- c. Notify the County Recorder to arrange verification of signatures on Early Voting Requests and ballots to be verified;
- d. Be responsible for the security of all ballots tabulated by officials and vendors other than the County and ensure that election functions performed by the Jurisdiction or its outside vendors comply with applicable law and regulations of the Secretary of State;
- e. Comply with County restrictions on use and dissemination of voter information and ensure use of voter registration information for Jurisdiction's election purposes is as authorized by Arizona Revised Statutes, Title 16, Section 168;
- f. Provide, Gila County with notification of preclearance requests made under Section 5 of the Voting Rights Act or request the County prepare preclearance requests to the Department of Justice for elections as necessary.
- g. Provide a list of inactive voters who voted or allow the Gila County Recorder to scan jurisdiction's rosters for inactive voters who voted following a jurisdictional election, for the purpose of re-establishing the inactive voter to active status,

and for updating the County's voter registration files to reflect address and other registration changes requested by voters;

- h. Be responsible for the creation, translation, printing and mailing of all publicity pamphlets;
- i. Reimburse the County for any costs associated with damage or repair of election equipment which may occur while such election equipment is in the possession of the Jurisdiction.

III. The County and the Jurisdiction mutually covenant and agree:

- a. The Jurisdiction will be responsible for all submissions required under Section 5 of the Voting Rights Act to the Department of Justice;
- b. Charges for printing of ballot pages, sample ballots, ballot labels, or any other items commercially produced will be billed directly to the Jurisdiction by the commercial vendor providing such services, unless alternate arrangements are agreed to in a Service Menu to be completed for each election;
- c. Separate invoices may be submitted to the Jurisdiction by the Gila County Recorder's Office and the Gila County Department of Elections;
- d. Each party is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement;
- e. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement;
- f. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law. In the event conflict arises between the County and Jurisdiction over the use of voting equipment, vote tallying equipment or County personnel, the County will have priority usage. The County agrees to make every effort to reconcile conflicts and make reasonable provisions with the Jurisdiction so neither party will suffer as a consequence of conflict;
- g. This contract will continue in full force and effect from year to year, without renewal, subject to cancellation for the immediate calendar year by either party not later than December 1 of any year;

- h. This contract shall become effective from and after the date of its execution by the governing bodies of both the County and the Jurisdiction;
 - i. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this Agreement shall be returned to the furnishing party;
 - j. This Agreement may be canceled pursuant to the provisions of ARS §38-511 which are incorporated into this agreement by this reference.
- IV. The parties understand and agree that the Gila County Recorder's office is responsible for voter registration, mailing of ballots, signature rosters, registers, 120-day notices, and signature verification of ballots. The Gila County Department of Elections is responsible for Department of Justice preclearance of elections, election equipment, election staffing and training, ballot layout, ballot printing, ballot processing, and ballot tabulation, and reporting. Services will only be provided as agreed to in the Service Menu to be completed for each election.
- V. By signing this agreement the Jurisdiction agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement.

Intergovernmental Agreement for Election Services

Signed this ____ day of _____, 2014

GILA COUNTY BOARD OF SUPERVISORS

TOWN OF PAYSON

Michael A. Pastor
Chairman



Kenny J. Evans
Mayor

ATTEST

APPROVED AS TO FORM

Marian Sheppard
Clerk of the Board



Timothy Wright

APPROVED AS TO FORM

Bryan B. Chambers
Deputy Attorney Principal



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2561

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Finance Division

Fiscal Year: 2013/2014 and 2014/2015
Budgeted?: Yes

Contract Dates January 7, 2014 to January 6, 2015
Grant?: No

Matching Requirement?: No
Fund?: Renewal

Information

Request/Subject

Approval of Amendment No. 1 to Professional Services Agreement No. 062813-Medical Examiner Services for Gila County.

Background Information

On January 7, 2014, Gila County entered into Professional Services Agreement No. 062813 with Dr. Mark Fischione for Medical Examiner Services for Gila County. The contract was issued for a period of one year in a not to exceed amount of \$30,000 without prior written approval from Gila County. Additionally, the contract allows for the option to renew the contract term for three (3) additional one- (1) year periods. During the first four months of the contract term, an amount of \$26,320 has been expended.

Evaluation

There is a need to increase the contract amount of Professional Services Agreement No. 062813 for Medical Examiner Services with Dr. Mark Fischione to cover the remainder of Fiscal Year 2013/2014, as well as going into Fiscal Year 2014/2015 for the remainder of the contract term, which expires on January 6, 2015. As there is no way to predict what the costs incurred will be during the course of the contract term, Amendment No.1 has been issued to increase the contract amount from \$30,000 to \$70,000.

Conclusion

Almost the entire original contract amount of \$30,000 for medical examiner services with Dr. Mark Fischione has been expensed in a four-month period. Amendment No. 1 has been issued to increase the contract amount from \$30,000 to \$70,000 for the remainder of the contract term, which expires on January 6, 2015.

Recommendation

Staff recommends the approval of Amendment No. 1 to increase the contract amount of Professional Services Agreement No. 062813 with Dr. Mark Fischione for Medical Examiner Services for Gila County.

Suggested Motion

Approval of Amendment No. 1 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC, to increase the contract amount from \$30,000 to \$70,000 to cover the remainder of the original contract term which expires on January 6, 2015.

Attachments

Amendment No. 1 to Professional Services Agreement No. 062813

Professional Services Agreement No. 062813 Medical Examiner Services with Dr. Fischione

Legal Explanation

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT NO. 062813
MEDICAL EXAMINER SERVICES
BETWEEN
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

AMENDMENT NO. 1

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000. The cost to date for the first five months of the contract term is approximately \$27,000.00. Amendment No. 1 will serve to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new not to exceed without written authorization contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 1 will increase the contract amount by ~~\$30,000~~ ^{\$40,000} for a new total contract amount of \$70,000 for the contract term from January 07, 2014, to January 06, 2015.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2014.

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman of the Board

MEDICAL EXAMINER:

Mark A. Fischione M.D. PLC

Mark A. Fischione, M.D., PLC.

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

GILA COUNTY ATTORNEY
1400 E. ASH STREET, GLOBE, ARIZONA, 85501

PROFESSIONAL SERVICES AGREEMENT NO. 062813
GILA COUNTY MEDICAL EXAMINER

THIS AGREEMENT, made and entered into this 7TH day of January, 2014 by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and Mark A. Fischione, M.D., PLC, of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter designated the **Medical Examiner**.

WITNESSETH: That the Medical Examiner, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

That he is licensed and otherwise legally and professionally qualified to be appointed as Gila County Medical Examiner and Forensic Pathologist for Gila County, Arizona.

ARTICLE 1 – SCOPE OF SERVICES: The Medical Examiner agrees to provide Medical Examiner Services and **Forensic Pathologist Services** to Gila County pursuant to A.R.S. § 11-594, A.R.S. § 11-600, and A.R.S. § 36-861.

Duties of County Medical Examiner

A. The county medical examiner or alternate medical examiner shall direct a death investigation, shall determine whether an external examination or autopsy is required and shall:

1. Take charge of the dead body.
2. Certify to the cause and manner of death following completion of the death investigation, unless the medical examiner or alternate medical examiner determines there is no jurisdiction pursuant to section A.R.S. § 11-593, reduce the findings to writing and promptly make a full report on forms prescribed for that purpose.
3. Have subpoena authority for all documents, records and papers deemed useful in the death investigation.
4. Execute a death certificate provided by the state registrar of vital statistics indicating the cause and the manner of death for those bodies for which a death investigation has been conducted and jurisdiction is assumed.

5. Give approval for cremation of a dead body after a death investigation and record the approval on the death certificate.

6. Notify the county attorney or other law enforcement authority when death is found to be from other than natural causes.

7. Carry out the duties specified under Section 28-668.

8. Carry out the duties specified under Title 36, Chapter 7, Article 3.

9. Observe all policies adopted by the board of supervisors regarding conflicts of interest and disclosure of non-county employment.

B. The county medical examiner or alternate medical examiner may:

1. Assign to a medical death investigator or other qualified personnel all aspects of a death investigation except the performance of autopsies.

2. Authorize forensic pathologists to perform examinations and autopsies. The medical examiner or alternate medical examiner may authorize medical students or residents and fellows in pathology training to perform autopsies under the supervision of a licensed physician who is board certified in anatomic pathology, pursuant to procedures adopted by the county medical examiner or alternate medical examiner. Authorization and the amount to be paid by the county for pathology services are subject to approval of the board of supervisors.

3. Delegate any power, duty or function whether ministerial or discretionary vested by this chapter in the medical examiner or alternate medical examiner to a person meeting the qualifications prescribed in this chapter who is employed by or who has contracted with the county to provide death investigation services. The medical examiner or alternate medical examiner shall be responsible for the official acts of the person designated pursuant to this section and shall act under the name and authority of the medical examiner or alternate medical examiner.

4. Authorize the taking of organs and tissues as they prove to be usable for transplants, other treatment, therapy, education or research if all of the requirements of Title 36, Chapter 7, Article 3 are met. The medical examiner or alternate medical examiner shall give this authorization within a time period that permits a medically viable donation.

5. Authorize licensed physicians, surgeons or trained technicians to remove parts of bodies provided they follow an established protocol approved by the medical examiner or alternate medical examiner.

6. Limit the removal of organs or tissues for transplants or other therapy or treatment if, based on a review of available medical and investigative information within a time that permits a medically viable donation, the medical examiner or alternate medical examiner makes an initial determination that their removal would interfere with a medical examination, autopsy or certification of death. Before making a final decision to limit the removal of organs, the medical examiner or alternate medical examiner shall consult with the organ procurement organization. After the consultation and when the organ procurement organization provides information that the organ procurement organization reasonably believes could alter the initial decision and at the request of the organ procurement organization, the medical examiner or alternate medical examiner shall conduct a physical examination of the body. If the medical examiner or alternate medical examiner limits the removal of organs, the medical examiner or alternate medical examiner shall maintain documentation of this decision and shall make the documentation available to the organ procurement organization.

C. A county medical examiner or alternate medical examiner shall not be held civilly or criminally liable for any acts performed in good faith pursuant to subsection B, paragraphs 4, 5 and 6 of this section.

D. If a dispute arises over the findings of the medical examiner's report, the medical examiner, on an order of the superior court, shall make available all evidence and documentation to a court-designated licensed forensic pathologist for review, and the results of the review shall be reported to the superior court in the county issuing the order.

E. For providing external examinations and autopsies pursuant to this section, the medical examiner may charge a fee established by the board of supervisors pursuant to Section A.R.S. § 11-251.08.

F. The county medical examiner or alternate medical examiner is entitled to all medical records and related records of a person for whom the medical examiner is required to certify cause of death.

Burial of Indigent Deceased

- A. When a death investigation has been completed by the county medical examiner and no other person takes charge of the body of the deceased, the examiner shall cause the body to be delivered to a funeral establishment. If there is not sufficient property in the estate of the deceased to pay the necessary expenses of the burial, the expenses shall be a legal charge against the county. Upon determination of indigency the funeral establishment shall perform the normal county indigent burial, in the manner and for the fee then being paid by the county, or release the body, upon county request, without fee, to the funeral establishment designated by the county for other indigent burials.
- B. Within thirty days after the examination, the medical examiner shall deliver to the public fiduciary of the county or the legal representative of the deceased any money or property found upon the body.

Release of Information

- A. The county medical examiner shall release the name, contact information and available medical and social history of a decedent whose body is under the jurisdiction of the medical examiner to:
 - 1. The designated procurement organization, hospital, accredited medical school, dental school, college or university of an anatomical gift executed pursuant to section A.R.S. § 36-844.
 - 2. Any procurement organization under procedures adopted by the medical examiner for coordination of the procurement of anatomical gifts.

ARTICLE 2 – FEES: For the services provided by the Medical Examiner under this agreement, financial compensation from the County will be as follows:

- \$2,200.00 per complete autopsy
- \$ 170.00 per external examination, cause of death
- \$ 65.00 per cremation
- \$ 250.00 per month Malpractice Insurance – not to exceed \$3,000.00 without prior written approval from the County

ARTICLE 3 – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

In the event that the County has reasonable cause to believe that the Medical Examiner alleged violations of applicable statutes, rules or regulations, alleged breach of contract or alleged misconduct of any nature whatsoever, presents, or may present a threat to the interest of the County or its citizens in receiving competent medical examiner or other related services pursuant to this agreement, County may terminate this Agreement immediately upon written or oral notice to Medical Examiner. Upon such notice, Medical Examiner shall immediately cease to perform the duties customarily performed by a medical examiner except as specifically directed by the County. As of the date of such notice, County shall not be liable for any further payment or performance pursuant to this Agreement.

ARTICLE 4 – INSPECTION OF RECORDS AND PREMISES: Upon reasonable notice, authorized County representatives may inspect Medical Examiner's records related to services provided pursuant to this Agreement except to the extent that any specific records may be deemed confidential pursuant to specific statutory authority. County representatives may enter upon and inspect any facility used by Medical Examiner to perform services as provided in this contract in order to determine Medical Examiner's compliance with the terms of the contract. Medical Examiner agrees to retain all financial records and other documents relating to the services performed pursuant to this contract for five (5) years after final payment of all amounts owed to Medical Examiner or until after resolution of any audits, investigations or other inquiries which may require access to the subject records or documents, whichever is later. County, state or federal officials or other persons duly authorized by the County shall have full access to, and the right to examine, copy and use any such materials.

ARTICLE 5 - INDEMNIFICATION CLAUSE: The Medical Examiner agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Medical Examiner, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Medical Examiner to indemnify the County to the extent permitted under Arizona Law.

ARTICLE 6 – INSURANCE REQUIREMENTS: The Medical Examiner agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County with reputable insurance companies acceptable to the County under this agreement.

ARTICLE 7 – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Medical Examiner under this agreement shall be assigned. No rights or obligations of the Medical Examiner under this agreement shall be subcontracted by the Medical Examiner without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE 8 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Medical Examiner hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Medical Examiner's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Medical Examiner shall further ensure that each subcontractor who performs any work for the Medical Examiner 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 the Medical Examiner and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

The Medical Examiner 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."

ARTICLE 9 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Medical Examiner shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Medical Examiner. The Medical Examiner shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 10 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE 11 – TERM: The term of the contract shall commence on the date the contract is approved by the Board of Supervisors, and continue in full force and effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Medical Examiner agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 12 – PAYMENT: The Medical Examiner shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall payment exceed \$30,000.00 for each of the one year contract terms, without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Medical Examiner. Purchase orders sent to the Medical Examiner reflect these terms and conditions and they apply to all invoices received by the County.

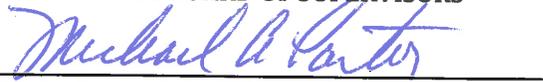
The Medical Examiner shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Medical Examiner does not have a current W-9

Invoices

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed. Invoices may be emailed to accountspayable@co.gila.az.us.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS


Michael A. Pastor, Chairman Board of Supervisors

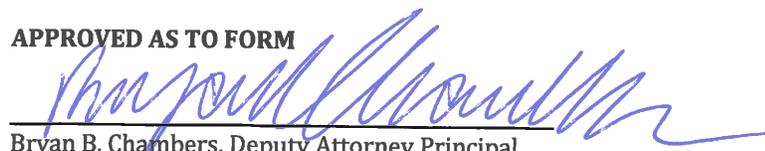
MEDICAL EXAMINER


Mark A. Fischione, M.D., PLC

ATTEST:


Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM


Bryan B. Chambers, Deputy Attorney Principal
For Bradley D. Beauchamp, County Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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.

ARF-2565

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015 Budgeted?: Yes

Contract Dates July 1, 2014 Grant?: No

Begin & End: to June 30, 2015

Matching Requirement?: No Fund?: Renewal

Information

Request/Subject

Intergovernmental Agreement between Yavapai County and Gila County for Restoration to Competency Services

Background Information

On September 7, 2010, the Gila County Board of Supervisors entered into an Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency (RTC) Services. The initial term of the IGA was from June 1, 2010, to June 30, 2011, and allowed for three (3), one- (1) year renewal periods upon mutual agreement of the Parties.

The Gila County Board of Supervisors also designated Yavapai County RTC as Gila County's primary competency restoration program effective June 1, 2010, by Resolution No. 10-09-02.

On July 5, 2011, the Board approved the extension of said IGA through FY 2011-2012.

On June 26, 2012, the Board approved the extension of said IGA through FY 2012-2013.

On June 25, 2013, the Board approved the extension of said IGA through FY 2013-2014.

Evaluation

Yavapai County currently contracts with Wexford Health Sources for RTC services within Yavapai County's Adult Juvenile Facilities and has bed space sufficient to accept Gila County's Rule 11 inmates.

The cost to Gila County to contract with Yavapai County will remain the same at \$350 for the first day and \$250 for each day thereafter. Some additional costs may arise for non-formulary mediations, court testimony, etc.

Conclusion

Approval of the new IGA between Yavapai County and Gila County for Restoration to Competency Services will run for a one-year term from July 1, 2014, to June 30, 2015, with the option to renew for three (3) one- (1) year periods upon mutual agreement of the Parties. All terms and conditions under Resolution 10-09-02 apply.

Recommendation

Staff recommends the approval the Intergovernmental Agreement between Yavapai County and Gila County for Restoration to Competency Services for a term effective July 1, 2014, and continuing in effect until June 30, 2015.

Suggested Motion

Approval of an Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services for one year from July 1, 2014, to June 30, 2015, with the option for three (3) one (1) year renewals upon mutual agreement of the Parties.

Attachments

IGA Between Gila County & Yavapai County for Restoration to Competency Services
07-01-14 to 06-30-15

IGA Ext'd to 6-30-14

IGA Ext'd to 6-30-13

IGA Ext'd to 6-30-12

IGA Between Gila County & Yavapai County for Restoration to Competency Services
06-01-10 to 06-30-11

Resolution

Legal Explanation

**Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, (“Provider”) and Gila County (“Client”), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

Recitals

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client’s inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client’s case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client’s pre-trial inmates into Provider’s Restoration to Competency Program (“RTC Program”) and provision of restoration services to Client inmates in the Provider’s Adult Jail Facilities (AJF) .
- 2. **Scope.** Provider will receive and detain Client’s pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client’s county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider’s RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client’s need for placement in Provider’s program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will be given an estimated date of bed space availability. The information requested will constitute the “Request Package.”

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept

a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

3. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2015, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of \$900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight,

Client will reimburse actual lodging expenses plus an additional \$750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually

acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

4. **Term.** The initial term of this IGA shall be effective as of July 1, 2014 and shall continue in effect until June 30 2015. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
9. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
12. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in

place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

16. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
18. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

Client:

Gila County
Attn. Don McDaniel, Jr.
1400 E. Ash Street
Globe, AZ 85501

With copies to:

County Administrator/Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

Gila County Clerk of the Board
1400 E. Ash Street
Globe, AZ 85501

19. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

///

///

///

///

///

///

APPROVALS

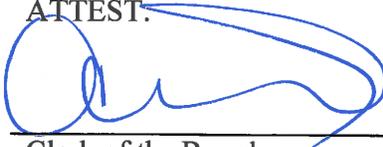
PROVIDER:

Date 6/2, 2014



Chairman
Board of Supervisors

ATTEST:



Clerk of the Board

CLIENT:

Date _____, 20____

Chairman
Board of Supervisors

ATTEST:

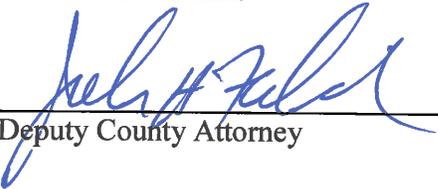
Clerk of the Board

Determinations of Counsel

The foregoing Intergovernmental Agreement between Provider and Client has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PROVIDER:

CLIENT



Deputy County Attorney

Bryan Chambers, Deputy County Attorney

Extension of Intergovernmental Agreement

Restoration to Competency Services

WHEREAS, Yavapai County (the "PROVIDER") and Gila County (the "CLIENT"), have previously entered into an Intergovernmental Agreement (the "IGA"); whereby Yavapai County has agreed to provide Restoration to Competency Services to Gila County and

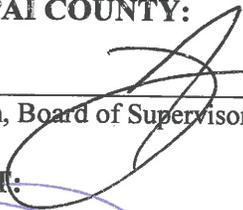
WHEREAS, the IGA provides that following the expiration of its initial term the IGA may be renewed for up to three additional renewal terms by mutual agreement of the parties; and

WHEREAS, the Parties wish to extend the IGA for an additional one-year term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

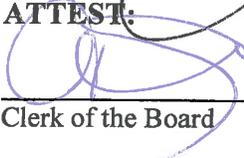
The Agreement between the Parties for Restoration to Competency Services is hereby extended for an additional one-year term commencing on July 1, 2013 and terminating on June 30, 2014 subject to the same terms and conditions as set forth in said Agreement.

YAVAPAI COUNTY:



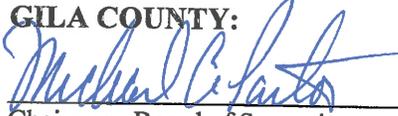
Chairman, Board of Supervisors 5/20/13
Date

ATTEST:



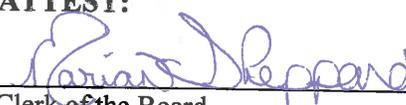
Clerk of the Board

GILA COUNTY:



Chairman, Board of Supervisors 6-25-2013
Date

ATTEST:

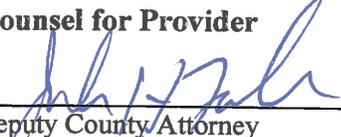


Clerk of the Board

Determinations of Counsel

The foregoing Intergovernmental Agreement provisions have been reviewed pursuant to A.R.S § 11-952 by the undersigned who have determined that they are in the proper form and are within the powers and authority granted under the laws of the State of Arizona to the Parties represented by the undersigned.

Counsel for Provider



Deputy County Attorney
5/29/13
Date

Counsel for Client



Deputy County Attorney
6-25-2013
Date

**INTERGOVERNMENTAL AGREEMENT EXTENSION
BETWEEN
GILA COUNTY
AND
YAVAPAI COUNTY**

RESTORATION TO COMPETENCY SERVICES

WHEREAS, on approximately October 4, 2010, Yavapai County "Provider", and Gila County "Client", entered into an Intergovernmental Agreement (IGA) whereby Yavapai County agreed to provide Restoration to Competency Services to Gila County; and

WHEREAS, under the terms of the IGA the agreement expires on June 30, 2011; and

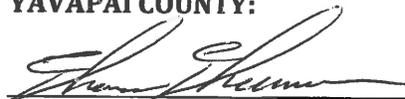
WHEREAS, under the terms of the IGA the agreement may be renewed annually for up to three additional one year terms; and

WHEREAS, under the terms of the IGA, on approximately July 5, 2011, the agreement was extended to June 30, 2012; and

WHEREAS, both Yavapai County and Gila County agree to extend the IGA for Restoration to Competency Services for an additional one year term;

NOW, THEREFORE, The Parties, Pursuant to the above, hereby agree that the IGA between them for Restoration to Competency Services has hereby extended from July 1, 2012, for an additional year term, to expire on June 30, 2013, under the same terms and conditions as set forth in the original agreement between the parties.

YAVAPAI COUNTY:



Chairman, Board of Supervisors

Date: May 21, 2012

GILA COUNTY:



Chairman, Board of Supervisors

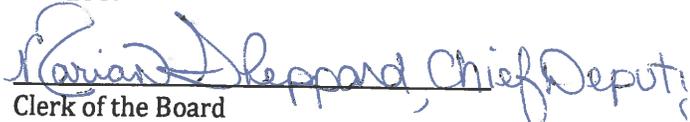
Date: June 26, 2012

ATTEST:



Clerk of the Board

ATTEST:

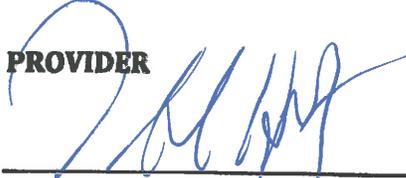


Clerk of the Board

Determination of Counsel

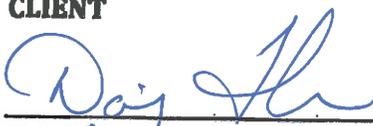
The foregoing Intergovernmental Agreement between Yavapai County and Gila County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PROVIDER



Deputy County Attorney

CLIENT



Chief Deputy County Attorney

**Extension of Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

WHEREAS on approximately October 4, 2010 Yavapai County ("Provider") and Gila County ("Client") have entered into an Intergovernmental Agreement (IGA) where Yavapai County will provide Restoration to Competency Services to Gila County, and

WHEREAS, under the terms of the IGA it will expire on June 30, 2011, and

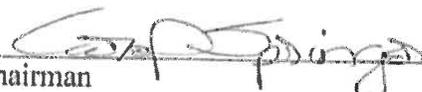
WHEREAS under the terms of said IGA the parties may agree to extend the IGA for an additional term of 1 year, and

WHEREAS, both Yavapai County and Gila County agree to extend the IGA for Restoration to Competency services for an additional year,

NOW, THEREFORE, The Parties, pursuant to the above, hereby agree that the IGA between them for Restoration to Competency Services his hereby extended from July 1, 2011 for an additional year, to expire on June 30, 2012, under the same terms and conditions as set forth in the original IGA between the parties.

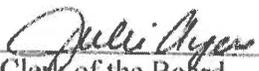
PROVIDER:

Date 7/5, 20 11



Chairman
Board of Supervisors

ATTEST:



Clerk of the Board

CLIENT:

Date 7/5/11, 20 11



Chairman
Board of Supervisors

ATTEST:

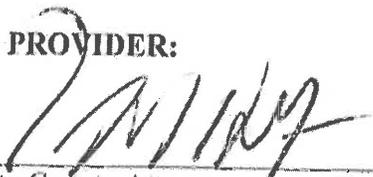


Clerk of the Board

Determinations of Counsel

The foregoing Intergovernmental Agreement between Provider and Client has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PROVIDER:



Deputy County Attorney

CLIENT



Deputy County Attorney

When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(09/07/10 #3D)**



CAPTION HEADING:

**Intergovernmental Agreement
Between
Gila County
and
Yavapai County
(For Restoration to Competency Services)**

DO NOT REMOVE

This is part of the official document

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 10-7-10 TIME 10:13
IN BOOK 4769 PAGE 305
ANA WAYMAN-TRUJILLO, RECORDER

[Signature] DEPUTY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY AND GILA COUNTY
FOR
RESTORATION TO COMPETENCY SERVICES**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

RECITALS:

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT:

- A. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF).
- B. **Scope.** Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will

[Yavapai/Gila – RTC]

be given an estimated date of bed space availability. The information requested will constitute the "Request Package."

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by the Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment

[Yavapai/Gila - RTC]

proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

- C. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2011, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.



[Yavapai/Gila – RTC]

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of \$900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight, Client will reimburse actual lodging expenses plus an additional \$750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the

[Yavapai/Gila - RTC]

following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

- D. **Term.** The initial term of this IGA shall be effective as of June 1, 2010 and shall continue in effect until June 30 2011. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
- E. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- F. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
- G. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

[Yavapai/Gila - RTC]

1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
3. Professional liability insurance in the amount of \$1,000,000.00 if this Contract involves Professional services
4. If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

- H. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
- I. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- J. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- K. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.



[Yavapai/Gila - RTC]

- L. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- M. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
- N. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- O. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- P. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- Q. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- R. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

With copies to:

County Administrator/
Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

Client:

Gila County
1400 E. Ash Street
Globe, AZ 85501

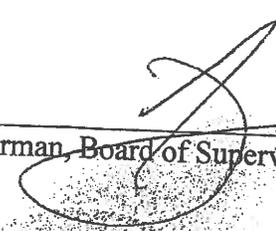
County Administrator/
Clerk of the Board
1400 E. Ash Street
Globe, AZ 85501

[Yavapai/Gila - RTC]

S. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

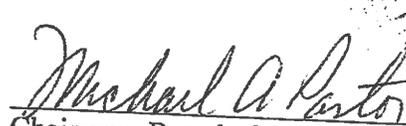
APPROVALS:

YAVAPAI COUNTY



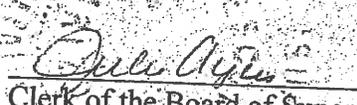
Chairman, Board of Supervisors 10/4/10
Date

GILA COUNTY



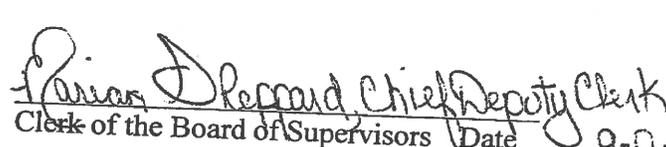
Chairman, Board of Supervisors 9/7/10
Date

ATTEST:



Clerk of the Board of Supervisors 10/4/10
Date

ATTEST:

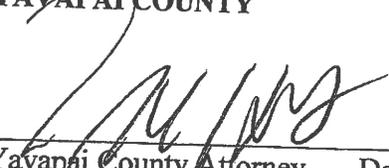


Sharon Deppard, Chief Deputy Clerk
Clerk of the Board of Supervisors 9-7-10
Date

DETERMINATIONS OF COUNSEL:

The foregoing Intergovernmental Agreement between Yavapai County and Gila County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

YAVAPAI COUNTY



Yavapai County Attorney 9/22/10
Date

GILA COUNTY



Gila County Attorney 9-7-2010
Date

when recorded,
return to:
Marian Sheppard, BOS
(9/7/10 #3D)



RESOLUTION NO. 10-09-02

RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO
DESIGNATE A COMPETENCY RESTORATION PROGRAM PURSUANT
TO A.R.S. §13-4512(A).

WHEREAS, Gila County is fiscally responsible for in-custody services to restore criminal defendants to competency to stand trial; and,

WHEREAS, pursuant to A.R.S. §13-4512(A) the Gila County Board of Supervisors is authorized to designate a competency restoration treatment program for Gila County criminal defendants in need of restoration treatment; and,

WHEREAS, pursuant to A.R.S. §13-4512(C) the Gila County Board of Supervisors may enter into contracts with in-custody competency restoration treatment providers; and,

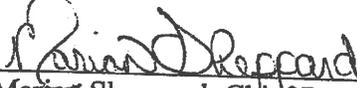
WHEREAS, Yavapai County, Arizona, has developed a competency restoration program ("Yavapai County RTC") that has been designated by the Yavapai County Board of Supervisors as the Yavapai County competency restoration program pursuant to A.R.S. §13-4512(A); and,

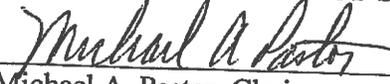
WHEREAS, the Gila County Board of Supervisors has, pursuant to A.R.S. §13-4512(C), considered and approved an inter-governmental agreement with Yavapai County, Arizona, wherein Yavapai County RTC will provide competency restoration treatment for Gila County criminal defendants.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby designates Yavapai County RTC as Gila County's primary competency restoration program, effective June 1, 2010.

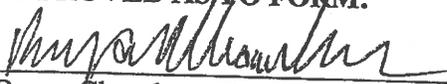
PASSED AND ADOPTED this 7th day of Sept., 2010, at Globe, Gila County, Arizona.

ATTEST:


Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

APPROVED AS TO FORM:


Bryan Chambers, Deputy County Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2564

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date:	06/24/2014		
<u>Submitted For:</u>	Michael O'Driscoll, Health & Emergency Services Division Director	<u>Submitted By:</u>	Celena Cates, Executive Administrative Assistant, Health & Emergency Services Division
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Emergency Services
<u>Fiscal Year:</u>	2014	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin & End:</u>	10/01/2013 - 09/30/2015	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	Yes	<u>Fund?:</u>	Replacement

Information

Request/Subject

To amend the amount of FFY2014 Emergency Management Performance Grant (EMPG) Fund Application from \$114,719 to \$110,000 as previously requested on ARF-2496.

Background Information

On May 6, 2014, a consent agenda item, the FFY2014 EMPG Fund Application in the amount of \$114,719, was submitted to the Board of Supervisors for approval. The application amount has been reduced based on the award amount from previous years.

Evaluation

This amendment facilitates adjustments to the EMPG Fund Application.

Conclusion

EMPG is a 50/50 funding match (federal/local) for the federal grant cycle for October 1, 2013, through September 30, 2015. The purpose for this amendment of the application is to facilitate the 50/50 funding match based on the award amount from previous years.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve the amended Emergency Management Performance Grant Fund FFY2014 Application in the amount of \$110,000.

Suggested Motion

Approval of the amended amount to the Emergency Management Performance Grant Fund Application in the amount of \$110,000 for FFY2014 for re-submission to Arizona Division of Emergency Management, and approval of the Chairman's signature on the Application.

Attachments

FFY2014 EMPG Application

FFY2014 Budget Information Sheet

Request for EMPG Funds
Federal Fiscal Year 2014
Arizona Division of Emergency Management

Application for Emergency Management Performance Grant Funds

Please contact Wendy Smith-Reeve at wendy.smith-reeve@azdema.gov or 602-464-6203 if you have any questions regarding this application.

Jurisdiction:	Gila		
EMPG Status	<input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	Total Amount Requested	\$ 110,000

1. Provide a brief description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds.

Contribute to the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities by focusing on plans, training and exercise activities.

Prevention	Protection	Mitigation	Response	Recovery
Planning				
Public Information and Warning				
Operational Coordination				
Intelligence and Information Sharing		Community Resilience Long-term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazard Identification	Situational Assessment	

2. Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.

- Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator
- Emergency manager/coordinator duties are assigned to full-time staff with other significant duties
- Emergency manager/coordinator is a part-time, or seasonal position, or contracted
- Emergency manager/coordinator duties are assumed as needed by other staff or elected officials

3. List the name and position title of each staff member whose position is funded through the EMPG Program, or used as EMPG Match.

Local EMPG Program Funded Staff	Indicate whether Full-time or Part-time Staff	If Part-time indicate number of hours worked per week
Name: Michael O'Driscoll	Part Time	50%
Position: Division Director, Health & Emergency Services		
Name: Debra Williams	Full Time	100%
Position: Deputy Director		
Name: Celena Cates	Part Time	50%
Position: Executive Administrative Assistant		
Name: Debra Blevins	Part Time	25%
Position: Financial Clerk		
Name:		
Position:		
Name:		
Position:		

4. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement.

Gila County General Ledger budget account:
1005-106_4010.10 Regular Salaries and Wages-Emergency Management

Jurisdiction Point of Contact:

- Name:** Jeff Hessenius, Finance Director
- Address:** 1400 E. Ash St., Globe, AZ 85501
- Telephone Number:** 928-402-8743
- Fax Number:** 928-425-7056
- Email Address:** jhessenius@gilacountyaz.gov

Authorization to Submit Application:

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.

Jurisdiction Financial Officer:

Printed Name: Jeff Hessenius
Finance Director

Signature

Jurisdiction Signatory Official:

Printed Name: Michael A. Pastor
Chairman, Gila County Board of Supervisors

Signature

Complete the EMPG Detailed Budget and Annual Work Plan below and include with application.

Federal Fiscal Year 2014
Emergency Management Program Grant Detailed Budget

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Personnel			
Position Title	Annual Salary	% of Time Devoted to Grant	Total Personnel Costs
Division Director	\$ 87,415	50%	\$ 43,707
Emergency Management Deputy Director	\$ 49,537	100%	\$ 49,537
Division Executive Administrative Assistant	\$ 35,580	50%	\$ 17,790
Financial Clerk	\$ 24,812	25%	\$ 6,203
Total Personnel			\$ 117,237
Total Federal Contribution			\$ 58,618.50
Total Non-Federal Contribution			\$ 58,618.50

B. Fringe Benefits

Fringe benefits should be based upon actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.

Fringe Benefits			
Position Title	Annual Fringe Benefit	% of Time Devoted to Grant	Total Fringe Benefit Cost
Division Director	\$ 34,966	50%	\$ 17,483
Emergency Management Deputy	\$ 19,815	100%	\$ 19,815
Division Executive Administrative Assistant	\$ 14,232	50%	\$ 7,116
Financial Clerk	\$ 9,925	25%	\$ 2,481
Total Fringe Benefits			\$46,895
Total Federal Contribution			\$23,447.50
Total Non-Federal Contribution			\$23,447.50

C. Travel

Itemize travel expenses of personnel by trip. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence).

Travel						
Travel Description	Location	Number of People	Rate	Days/Miles	Total cost (Number of People X Rate X Days or Qty)	Travel Dates
NIMS/ICS Compliant Training		In-State				
Meals & Incidentals		1	\$ 40	4	\$ 160	TBD
Airfare						
Lodging		1	\$ 75	4	\$ 300	
Rental Vehicle						
Other						
NIMS/ICS Compliant Preparedness Conference/Seminars		Out of State				
Meals & Incidentals		2	\$ 55	6	\$ 520	TBD
Airfare		2	\$ 605		\$ 1220	
Lodging		2	\$150.00	6	\$ 1800	
Rental Vehicle						
Other						
					Total Travel	\$4,000
					Total Federal Contribution	\$2,000
					Total Non-Federal Contribution	\$2,000

D. Equipment

List all non-expendable equipment to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. In the narrative explain how the equipment is necessary and what funds will be utilized to sustain the equipment.

Equipment				
AEL Category	Item Description	Number of Items	Cost per Item	Total Cost of Items
N/A				
Total Equipment				0
Total Federal Contribution				0
Total Non-Federal Contribution				0

Equipment Narrative- N/A

F. Contractual

Consultants/Contracts				
Description	Name of Organization	Number of Hours	Cost Per Hour	Cost = (Number of hours X Cost Per Hour)
Monthly Copier Maintenance	Konica Minolta Business Solutions Inc., USA	Annual Contract	1 year	\$1,000
Monthly Radio Maintenance	Canyon State Wireless Communications	Annual Contract	1 year	\$ 2,900
Total Contractual				\$ 3,900
Total Federal Contribution				\$ 1,950
Total Non-Federal Contribution				\$ 1,950

Contractual Narrative

Describe what the contractual services are providing to you and how they support your emergency management work plan.

Monthly Copier Maintenance: supports operational activities

Monthly Radio Maintenance: supports radio communications equipment such as tower repeaters, handheld and mobile radios for field response.

G. Other Costs

In this list any other items or services that do not fall under the above listed categories.

Other Costs			
	Number of Units	Cost Per Unit	Total Cost = Number of Units X Cost Per Unit
Telephone services	Annual Estimate		\$3,970
Utilities (Electric and Natural Gas)	Annual Estimate		\$2,000
Professional Services Software	Annual Estimate		\$3,000
Lease and Rental Autos	Annual Estimate		\$7,098
Lease for building and grounds	Annual Estimate		\$9,400
Employee Training & Dues	Annual Estimate		\$500
Total Other			\$25,968
Total Federal Contribution			\$12,984
Total Non-Federal Contribution			\$12,984

Other Narrative

Describe what these costs are and how they support your emergency management work plan.

Telephone services: operational office connectivity plus and a 24/7 cell phone dedicated to emergency management.

Utilities: supports emergency planning and operations 24/7

Professional Services Software for emergency messaging.

Lease for Auto to support employee travel and emergency operations.

Lease for supporting employee office space and EOC.

Employee training and dues for supporting NIMS compliance

Federal Fiscal Year 2014
Emergency Management Program Grant Annual Work Plan

Jurisdiction:	GILA
---------------	-------------

Your jurisdiction will be required to report quarterly on your progress for each identified activity.

Reminder: The Arizona Division of Emergency Management directs the local jurisdiction pass through EMPG funding can only be used for salary and benefits of the EM program individual(s) identified on the attached application. Only salary and benefits associated with the EM staff time used to achieve the emergency management goal(s) can be reimbursed or used as local match through EMPG.

2014 EMPG Special Conditions/Grant Assurances

Check the boxes below indicating your understanding and concurrence with the following conditions and assurances:

- ADEM staff will conduct an Emergency Management Performance Grant (EMPG) on-site grant review during the period of performance. Jurisdictions may be required, during this site visit, to provide a spending plan to ADEM.
- Participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA) and/or Tribal partners can choose to independently develop and submit a Threat and Hazard identification and Risk Assessment and submit directly to DHS/FEMA by December 31, 2014.
- Develop a multi-year Training and Exercise Plan (TEP) and/or participate in the state multi-year Training and Exercise Plan Workshop (TEPW).
- Establish and maintain compliance with the National Incident Management System (NIMS).

Select from the following items and check the boxes below indicating the emergency management (EM) goals your jurisdiction's emergency management program plans to accomplish this grant performance period. The items checked will require updates in your quarterly programmatic reports.

2014 EMPG Grant Activities

Mitigation Plans

- Conduct a hazard analysis and risk assessment prior to mitigation plan development
- Develop/enhance all-hazards mitigation plans

Emergency Management/ Operation Plans

- Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2)
- Modify existing incident management and emergency operations plans
- Develop/enhance comprehensive emergency management plans
- Develop/enhance large-scale and catastrophic event incident plans

Communications Plans

- Develop/enhance communication interoperability plans
- Develop/enhance tactical interoperability communications plans

Continuity/ Administrative Plans

- Develop/enhance Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community Engagement/ Planning

- Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, and private sector/business outreach
- Build new partnerships to expand planning and citizen capabilities
- Community-based plans to advance "whole community" security and emergency management

Federal Fiscal Year 2014
EMPG Annual Work Plan (continued)

Jurisdiction:	GILA
---------------	-------------

- Public education and awareness on emergency management and preparedness
- Plans to foster public-private sector partnerships
- Brief civic groups and senior citizens on local hazards and family preparedness plans
- Conduct awareness, individual response training, and evacuation drills in schools
- Conduct workshops on the local Emergency Operations Plan (EOP) / Emergency Response Plan (ERP)
- Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper
- Publish emergency preparedness information in the local telephone directory
- Prepare an emergency preparedness calendar for distribution throughout the community
- Work with Local Emergency Planning Committee (LEPC) (where LEPC exists)
- Public education and awareness
- Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery
- Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions
- Program evaluations

Resource Management Planning

- Develop/enhance logistics and resource management plans
- Develop/enhance volunteer and/or donations management plans
- Acquisition of critical emergency supplies such as: shelf stable food products, water and/or basic medical supplies. (Acquisition of such items requires FEMA's approval and additional planning strategy.)

Evacuation Planning

- Develop/enhance evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry

Recovery Planning

- Develop/enhance disaster housing plans (such as create/support a local disaster housing task force)
- Develop/enhance short-term, intermediate and long-term recovery plans

Training and Exercise

- Develop, update, enhance, or conduct exercise activities
- Develop, update, enhance, or conduct training activities

Equipment

Intend to purchase allowable equipment identified within the Authorized Equipment List (AEL) identified by FEMA at <https://www.ilis.dhs.gov/knowledgebase>. Please identify type of equipment by checking appropriate box below.

- Information Technology (Category 4)
- Cyber security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

Complete, scan and submit the EMPG Application and Work Plan to federalgrants@azdema.gov not later than April 4, 2014.

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$

7. Program Income	\$	\$	\$	\$	\$
-------------------	----	----	----	----	----

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

ARF-2559

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** WIA Department

Information

Request/Subject

Revised Gila/Pinal Workforce Investment Area Business Plan for the period of July 1, 2014 through June 30, 2017

Background Information

On December 17, 2013, the Board of Supervisors approved the Gila/Pinal Workforce Investment Area Business Plan (Plan) for the period of July 1, 2014, through June 30, 2017.

The Plan was sent to the Arizona Department of Economic Security Department (DES) for approval, and after review by said department, the plan was returned to the Gila/Pinal Workforce Investment Board to be revised as recommended by DES. DES requested information that was not included in the Plan.

Information requested by DES included more economic analysis, strategic plans, and current labor market information.

The Plan was presented to the Gila/Pinal Workforce Investment Board on May 22, 2014, at which time a vote was taken and the Plan was accepted.

If approved by the Gila County Board of Supervisors, the Plan will then be resubmitted to DES for approval.

Evaluation

By approving the revised Gila/Pinal Workforce Investment Area Business Plan for the period of July 1, 2014, through June 30, 2017, the Plan will include information that was recommended by DES to be included in the Plan.

Conclusion

The revised Gila/Pinal Workforce Investment Area Business Plan for the period of July 1, 2014, to June 30, 2017, includes information requested by DES to be included in the Plan.

Recommendation

The Gila County Community Services Division Director recommends that the BOS approve this revised Business Plan.

Suggested Motion

Approval of the revised Gila/Pinal Workforce Investment Area Business Plan for the period of July 1, 2014, to June 30, 2017, of which said revisions were requested by the Arizona Department of Economic Security.

Attachments

Gila/Pinal Workforce Investment Area Business Plan 2014-2017 revised
Original Gila/Pinal Workforce Investment Area Business Plan 2014-2017



Gila/Pinal

Workforce Investment Act

Business Plan

July 1, 2014 to June 30, 2017

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with disabilities.

TTY: 711

TABLE OF CONTENTS

Section B. Executive Summary1

Section C. Business Plan Narrative 10

Section D. Planning Development.....14

Section E. Administrative Structure21

Section F. Equal Opportunity and Affirmative Action.....29

Section G. Evaluation and Market Analysis.....32

Section H. Integrated Service Delivery52

Section I. Services Delivery to Target Populations80

Section J. Desired Outcomes98

Section K. Agreements, Policies and Procedures102

Section L. Complaints, Grievances.....104

Appendix A - Public Notice, Comments, Distribution List.....109

Appendix B - Organization Chart.....113

Appendix C - Data Information115

Appendix D - Client/Employer Flow Chart.....129

Appendix E - Chief Elected Official Agreement132

Appendix F - Chief Elected Official and Local Board Partnership Agreement136

Appendix G - Local Board and Designated Operator Agreement.....142

Appendix H - MOU and Resource Sharing Agreement146

Appendix I – Assurances159

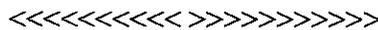
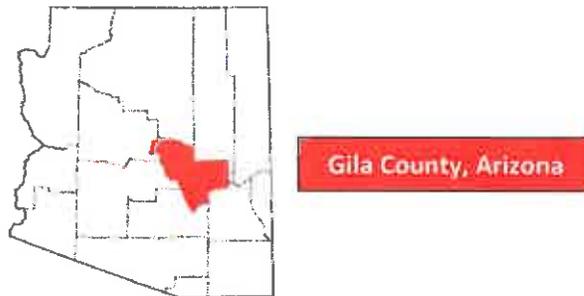
Appendix J - Signature Page.....162

B. Executive Summary

At a minimum: counties covered; brief description of the characteristics of the local area; sector strategies area will focus on (include statewide sectors that exist in the local area plus local area specific sectors); educational information related to dropout rates and literacy information; vision and mission of the Local Workforce Area established by the Local Workforce Board; strategic plan critical issues, goals and strategies created by the Local Workforce Board.

GILA COUNTY

Gila County is located northeast of Maricopa and Pinal Counties in Arizona. It is the site of some of the state's earliest settlements dating back to the 1870's and is one of Arizona's most rural counties. Gila County was named for the Gila River that flows through portions of the county's southern reaches. The county covers approximately 4,796 square miles and is a source of great mineral wealth for the state. Elevations ranging from 2,000 to 7,000 feet above sea level enable the county to support mining and ranching – the area's two primary industry sectors, as well as tourism and recreation. The county's population is estimated at 53,144 according to the U.S. Census Bureau's latest figures. Over half of Gila County consists of protected federal land managed by the U.S. Forest Service. Members of three tribal nations – the San Carlos Apache, the White Mountain Apache, and the Tonto Apache – make up 15% of the population, their lands encompassing 37% of the county's total land mass. The level of federal and tribal owned land in Gila County has limited the availability of privately owned land to 2% currently, placing significant restrictions on economic growth.

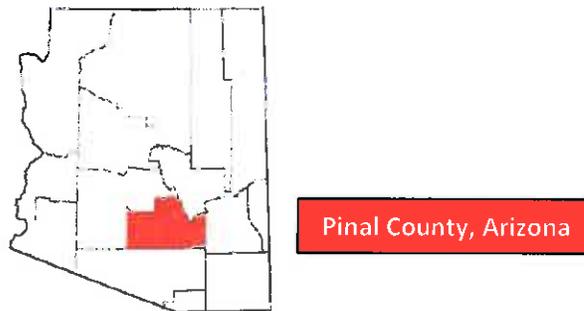


PINAL COUNTY

Pinal County is located in the heart of the 'Sun Corridor' in the south central part of Arizona between Pima and Maricopa Counties. Founded in 1875, it is the third most populous county in the state with an estimated 387,365 people according to the U.S. Census Bureau's most recent estimate. Pinal County encompasses approximately 5,371 square miles, and in both economy and geography, is distinguished by three regions: (1) the eastern mountainous area where tourism and mining are predominant business sectors; (2) the central plain where heavy and light industrial activities are a mainstay; and (3) the quickly growing western agricultural area. Pinal County is home to four tribal nations – the San Carlos Apache, the Gila River, the Tohono

O’odham, and the Ak Chin, which make up 7% of the population, but whose reservations account for more than 90% of federally protected lands.

Privately owned land accounts for just 17%. Transportation/logistics is an economic mainstay of the county, where major traffic corridors including Interstate 10 (California to Florida), Interstate 8 (Pinal County to San Diego), U.S. Route 60 (I-10 juncture to the New Mexico state line), as well as the Union Pacific and Copper Basin railway systems play an integral role in the shipment of goods throughout the U.S. Pinal County is home to hundreds of farms supporting various types of agricultural products including cotton, hay, sorghum, millet, corn, sheep, dairy and feeder cattle, along with several varieties of fruits and vegetables. Emerging technologies such as aerospace (conventional and unmanned aerial vehicles), bio-med, renewable/green energy (solar and wind), and high-tech manufacturing offer significant potential for future job growth. Improvements in the county’s economic outlook during the last three years has also created robust recreational, cultural, and tourism opportunities. In mid-2015, PhoenixMart is scheduled to open in Casa Grande, a Pinal County community of 50,000 located at the intersection of I-8 and I-10. The mart, to be located on 600 acres, will be the first regional sourcing center in the western hemisphere, connecting North American manufacturers and distributors with global and domestic buyers looking for high-quality products across six industries (home and hotel, industrial automotive, food and beverage, office and recreation, electronics and accessories, fashion and variety) and multiple sub-industries. The area’s affordable housing and proximity to Phoenix will be a cornerstone in Pinal County’s economic development future.



THE GILA/PINAL LOCAL WORKFORCE INVESTMENT BOARD (LWIB) MISSION

The Gila/Pinal Local Workforce Investment Board (LWIB) melds the five-year vision of leadership from both counties representing two conspicuously different economies. The LWIB is dedicated to maintaining the integrity of existing partnerships in the first year of this Business Plan, with the understanding that a realignment of both counties with other, existing local workforce investment areas is anticipated beginning July 1, 2015.

The LWIB's mission is to act as a catalyst for change, identifying and utilizing community resources and broad-based partnerships to improve the vitality of the economy, the quality of the workforce and the strength of the business community in Gila and Pinal Counties through economic development, education, and employment opportunities.

The critical issues shown in the succeeding pages are those to be addressed over the duration of this business plan, along with the goals and strategies proposed to mitigate each issue. Contributions from the following members of the Gila/Pinal Workforce System Team are responsible for identifying these critical issues and their proposed solutions:

1. Gila/Pinal Workforce Investment Area Board Members:

Adeline Allen	Dept. of Housing/HUD
Al Larson	Econ. Development/Community Based Org.
Bernadette Kniffin	Native American Programs/TANF/Educational
Bob Duke	Education/Adult Literacy
Brad McCormick	Job Corps
Carol Daniel	Business Sector
Charles Wright	Business Sector
Charles Estrada	Labor Organization
Cindy Fletcher	Business Sector
Cliff Potts	Business Sector
Deborah Osborn	RSA/Vocational Rehabilitation
Jack Beveridge	Business Sector
Jeri Byrne	Business Sector
Joan Moore	Senior Community Services
Kim Rodriguez	Veterans/Employment Services/UI/MFSW/TAA/Human Service Representative
Lynn Parsons	Business Sector
Lisa Hernandez	Business Sector
Marian Sheppard	Title IB Adult and Youth Programs
Patricia Burke	Education/Adult Literacy
Udo Cook	Business Sector
Yvonne Jenkins	Business Sector
Christina Throop	Title I Dislocated Worker Program
Luke Jackson	Economic Development

Kristin Jepson	Business Sector (pending approval)
Tim Kanavel	Economic Development

2. Rapid Response Coordinator– Dave Franquero
3. Youth Program– Julie Leonard
4. Trade Adjustment Assistance Program – Susan Standen
5. Veterans Program – Jason Robert
6. Portable Practical Employment Program (PPEP) – Linda Martinez

CRITICAL ISSUES	GOALS	STRATEGIES
1. Lack of access to AZ Workforce Connection services across the local area.	To expand Workforce System services for the job seekers and businesses throughout the service area.	<p>A. Increase the availability of Workforce Connections throughout the service area through expanded Access Points in Payson, San Manuel, Mammoth, Kearny, Coolidge, Maricopa, San Tan, Eloy, Arizona City and Florence.</p> <p>B. Launch a website to be completed in the summer of 2014 and develop new marketing techniques including social media, links to other websites in both counties (e.g. county sites, libraries, schools, human service agencies, civic organizations, etc.)</p> <p>C. Increase outreach to businesses by hiring an additional business service representative and providing a single point of contact for employer inquiries and information.</p> <p>D. Collaborate with veterans organizations throughout the local area to identify volunteers for a coordinated outreach effort to inform veterans about AZ Workforce Connection services.</p> <p>E. Utilize technology (e.g. Skype, Go to Meeting, etc.) in private spaces at access points and satellite offices to reduce the need for in-person</p>

		client/case manager meetings at comprehensive centers.
2. Limited alignment between Economic Development and Workforce Development.	<p>(a) Identify and address employer needs to fill the highest demand occupations at the best wages.</p> <p>(b) Collaborate with associations to bring economic development stakeholders together with workforce system partners.</p>	<p>A. Develop a database of positions, associated skill sets, wages, and benefits through collaborations with major employers and area educators, and make this information available to all job seekers using local One-Stop services. In addition, this information will be available to all business service representatives to assist with the planning and delivery of services to the business customer.</p> <p>B. Allow new and existing businesses access to One-Stop locations to conduct job fairs, interviews, and meetings with One-Stop partners focused on business development (sector strategies).</p>
3. Insufficient skilled workforce.	Improve skill levels within the local workforce in response to business needs.	<p>A. Collaborate with employers to identify specific skill gaps and the ways to close the gaps across all levels of One-Stop services.</p> <p>B. Expand on formal, written evaluations given to job seekers that will help emphasize strengths and weaknesses in knowledge, skills, and interests to identify qualified job candidates, as well as those who could fill positions given proper One-Stop support.</p>

		C. Collaborate with educational institutions to create a pipeline of work-ready individuals with the basic knowledge, job skills, abilities and soft skills most sought after by employers.
4. Lack of awareness of resources available within the Local Workforce Investment Area.	Create a service asset inventory of area resources.	<p>A. Create a service asset inventory of available resources through staff's widespread contact with area schools, chambers of commerce, the IRS master list of 501(c)(3)'s, and other established sources.</p> <p>B. Create a 'road show' One-Stop overview presentation accessible on line and for in-person presentations to potential service providers. Marketing materials about the One-Stop system would also be created to coincide with the road show.</p>

GILA/PINAL LWIA INDUSTRY SECTORS

The Gila/Pinal LWIB focuses its financial, personnel, and other resources within its workforce system on the following industry sectors:

Transportation	Manufacturing
Health Services	Mining
Aerospace	Ranching
Bio-agriculture	Recreation
Renewable/Green Technologies	Tourism

Two of the aforementioned industry sectors – Aerospace and Renewal/Green Technologies – are directly aligned with statewide sectors identified in Arizona's Integrated Workforce Plan, while other sectors are specific to the Gila/Pinal LWIA.

The LWIB has assembled a Sector Strategy Team which includes workforce development, economic development, chambers of commerce, and other partners. The team met every two

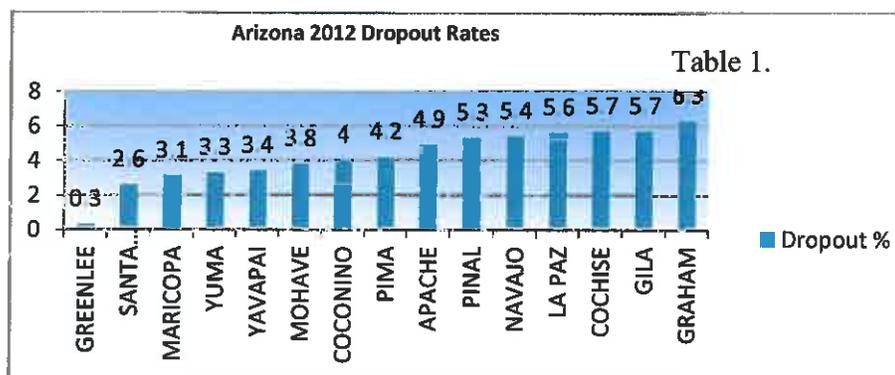
weeks to discuss top industry sectors in the two counties and to gather the data on location, size, and contact information for businesses in each sector. This information was used to invite the business to the table for launch of the team. The first sector strategy session was held on October 1, 2013 and focused on health care and manufacturing. Both board members and staff became members of the Allied Health Care Advisory Committee of Gila County shortly thereafter.

DROPOUT AND LITERACY DATA

Table 1 represents the dropout rates in Arizona for the 2012-13 school year. A school's total enrollment is used as the basis against which dropout numbers are subsequently counted. For purposes of this plan, **dropouts** are defined as students enrolled in school at any time during the school year, but are not enrolled at the end of the school year and did not transfer, graduate, or pass away. Dropout rates are generally reported for grades seven through twelve, and are based on a calendar year that runs from the first day of summer recess through the last day of school.

Gila and Pinal Dropout Rates are among the highest in the State:

Gila County	Pinal County
5.7%	5.3%



Under terms of an agreement between Gila County (as fiscal agent) and Central Arizona College (CAC as contractor), the college provides employment and training services to WIA Title IB youth 14 – 21 years of age in both Gila and Pinal counties, with particular emphasis on assistance to out-of-school youth. Services include, but are not limited to, tutoring, study skills instruction, alternative secondary school services, summer school, summer employment opportunities, adult mentoring and a host of other academically focused assistance. In addition, referrals to drug and alcohol abuse counseling are included in the requisite service mix.

The Arizona Department of Education (ADE) has historically established a set of minimum performance standards for at-risk students in grades 7 – 12 who have a documented record of academic, personal, or vocational barriers to high school completion, as well as success in the workplace. For a minimum of nine consecutive months, ADE must offer academic support including tutoring and remediation to ensure students meet academic standards adopted by the State Department of Education. Additionally, students identified as at-risk are monitored for twelve months after graduation from high school during which youth program providers must give follow-up assistance designed to assist with students' transition to post-secondary education, job training, military service, or employment. These mandates mirror closely the similar areas of assistance required under WIA youth services, and which the Gila/Pinal LWIA provides through CAC.

A determination of adult literacy levels in Arizona involves the collective outcomes of assessments in reading, writing, and math, with scores below 8th grade equivalents serving as the benchmark for literacy inhibitors. According to the National Center for Education Statistics' Estimates for Low Literacy (2003), 12% of Gila County's population falls below the 8th grade threshold, while 16% of Pinal County's population falls below the same threshold.

BUSINESS PLAN DEVELOPMENT AND PUBLIC COMMENT

The planning process for development of the Gila/Pinal 5-Year Business Plan began August 29, 2013 with a series of meetings held with the Local Workforce Systems Team:

Al Larson, CAG Regional Development Director
Christina Throop, Local EO Officer/Dislocated Worker Program/Rapid Response Coord.
Kim Rodriguez, ES Area Manager Pinal/Gila/Yuma Counties
Julie Leonard, WIA Youth Coordinator
Lee French, WIA Adult Coordinator
Barbara Valencia, WIB Program Manager
Bob Duke, Director, Workforce Development Central Arizona College
Adeline Allen, Executive Director Pinal County Housing and Community Development
Malissa Buzan, Director Gila County Community Services
Carol Daniel, Executive Director Pinal County Federal Credit Union
Debbie Osborn, Rehabilitation Services Supervisor ADES
Joan Moore, Workforce Development Director Council for Senior Citizens
Lynn Parsons, Executive Director Coolidge Chamber of Commerce
Cliff Potts, Designated Broker
Luke Jackson, Business Development Coordinator Access Arizona
Tim Kanel, Pinal County Economic Development Director

The Gila County Board of Supervisors received the plan December 4, 2013 and approved the plan December 17, 2013. The Pinal County Board of Supervisors received the plan on November 27, 2013.

The Gila/Pinal Business Plan was made available for public comment from October 28, 2013 through November 26, 2013. Notice of the public comment period was printed on November 6 and 13, 2013 in the following newspapers:

Arizona City Independent
Copper Basin Newspapers
Payson Round-Up
Copper Country News
Casa Grande Dispatch
Arizona Silver Belt

Eloy Enterprises
Florence Reminder
Apache Junction News
Maricopa Monitor
Tri-Valley Newspapers
Coolidge Examiner

Notices were also posted November 6th on both Gila County and Pinal County websites.

Copies of the plan were made available at the following Gila/Pinal Workforce Investment Area's Comprehensive One-Stop Centers:

Gila County Comprehensive One-Stop Center
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Pinal County Comprehensive One-Stop Center
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122

C. Business Plan Narrative

Local workforce system teams may choose to include additional information to provide more specific details as the Local Workforce Board deems appropriate. Graphics are encouraged to illustrate information or to provide fact-based data. Local Workforce Areas should ensure the local plan compliments and supports the State Integrated Workforce Plan and all applicable policies.

The Local Workforce Area Business Plan must describe the key strategies the Local Workforce Area intends to implement, based on its economic analysis, to achieve the governor's vision and goals.

1. Cross-Program Strategies – The plan must discuss integrated cross-program strategies for specific populations and sub-populations identified in the Local Workforce Area's economic analysis, strategies for meeting the workforce needs of the Local Workforce Area's employers, and regional and sector strategies tailored to the state's economy.

Gila County's labor force in 2012 was 22,498, consisting of 20,382 employed and 2,116 unemployed individuals accounting for an unemployment rate of 9.4%. Pinal County's 2012 labor force was 140,041, consisting of 127,628 employed and 17,413 unemployed individuals, resulting in an unemployment rate of 8.9%. Each county's unemployment rate exceeds the state's rate during the same period by 2.1% and 1.6% respectively, a reflection of the continuing struggle both counties face following several years of recession beginning in 2008.

Amid lingering unemployment statistics locally, the Gila/Pinal LWIA remains committed to Arizona's overarching workforce system goal of reducing the unemployment rate by offering employers – both new and existing – workers who can fulfill every job opening. A key state strategy for accomplishing this goal is the development of critical, industry-specific partnerships that bring together relevant employers, as well as education, human services and workforce development professionals. The Gila/Pinal LWIA utilized this 'cross-program' approach as a conduit for coordination in 2012 by first examining labor force data, then providing a framework for levels of unemployment within certain key industry sectors. As a result, the LWIA has engaged mining industry representatives and the Arizona Commerce Authority (ACA) as partners in development of established recruitment strategies to fill more than 600 positions at Freeport-McMoRan (FCX) facilities. FCX is a leading international mining company headquartered in Phoenix with major operations in the Gila/Pinal LWIA community of Miami, and other operations in Safford, Morenci, and Bagdad. The company operates large, geographically diverse assets with significant proven and probable reserves of copper, gold, molybdenum, cobalt, oil and gas. FCX has a dynamic portfolio of operating, expansion, and growth projects in the copper industry. The firm is also the world's largest producer of molybdenum and a significant gold, oil, and gas producer.

Collaboration with FCX, ACA, and the Arizona Department of Economic Security, Gila /Pinal has accomplished the following:

1. Pre-screened applicants.
2. Held resume writing and interview techniques classes.

3. Held a job fair for 75 dislocated workers where seven employers made job offers to more than 50% of the dislocated workers in attendance.

The Gila/Pinal Workforce Investment Board has the responsibility of identifying workforce challenges and developing solutions. The board is committed to continuous improvement of services to job seekers and employers by leveraging funding, expertise, and service integration, which are pillars of a cross-program strategic approach. Labor market information about employment trends, emerging industries, and occupational staffing patterns will continue to facilitate identification of job opportunities, as well as skill gaps in Gila/Pinal. In addition to federally-gathered data, the board will utilize *Wanted Analytics* as a tool to assist staff in identifying demand occupations and trends. The tool will be an effective real-time resource available for meetings with job seekers and employers.

The WIB will seek collaborations with key industry sector partners to address competitiveness issues, and serve as a convener of educational, economic development, labor and other stakeholders, to ensure a variety of stakeholder perspectives are represented.

Cross-program strategies account for one of five strategic goals that guide the activities of the Gila/Pinal workforce system and align the system with state strategies:

- Goal #1 – Cross-Partnership Strategies
- Goal #2 – Leveraging Resources
- Goal #3 – Partnerships
- Goal #4 – Improving business outreach
- Goal #5 – Increasing presence in the local areas

The goal of enhanced partnerships is specifically discussed in the following pages.

2. *Partnerships – The plan must include a discussion of key strategic partnerships that are necessary to successfully implement the strategies, specify roles of specific Local Workforce Area entities and programs, and discuss how the strategies will meet the needs of employers and each sub-population.*

The LWIA's imbalance between population growth (+110% in ten years) and available jobs, coupled with high levels of out-commuting strongly imply a pressing need for close integration of economic and workforce development. This need is not lost on the Gila/Pinal LWIB whose members realize their responsibility in facilitating such partnerships to ensure the area's long-term economic resiliency. With limited funding and staffing, contrasted by large rural expanses with sporadic communication infrastructure, future plans for expansion of partnerships and leveraging opportunities have not been as easily accomplished. However, there is much optimism to be garnered from increases in the area's potential labor force and the steady growth of the region's employers. In the past five years alone, population centers in Gila/Pinal have experienced the following growth levels:

MUNICIPALITY	LABOR FORCE INCREASE
Casa Grande	51%
Coolidge	59%
Eloy	57%
Maricopa	652%

(Source: Access Arizona, 2014)

Major employers, likewise, have begun locating and expanding throughout the two counties as evidenced by the following list:

GILA COUNTY	
Albertsons/Safeway	Hospice and Palliative Care
Apache Gold Casino	HPR Aluminum
BJ Trucking	Jonovich Companies, Inc.
Capstone Mining Company	Marcanti Electric, Inc.
Carlota Mine	Mazatazal Hotel and Casino
Cobre Valley Regional Medical Center	McSpadden Ford Dealer
City of Globe	Nackard Distributions
City of Payson	Oddonetto Construction
Dalmolin Excavating	Payson Regional Home Health
Earth Movers Tires	Payson Regional Medical Center
Eastern Arizona College	Pinal Lumber and Hardware
Freeport-McMoRan Copper	Prudential Arizona Realty
Gila County	San Carlos Apache Tribe
Heritage Health Care Center	Schools in Gila County
Home Depot	Town of Miami
Home Motors	Wal-Mart
PINAL COUNTY	
Abbott Labs/Ross Prod Div.	Gila River Indian Community
Albertsons/Safeway	Harrah's Ak-Chin Casino
Apache Junction Health Center	Hexcel Corp.
Arizona State Prison	Holiday Inn
Asarco	Hunter Douglas Wood Products
Banner Healthcare	Marana Aerospace Solutions
Bright International	National Vitamin Company
Bull Moose Tube	Pinal County
Casa Grande Valley Newspapers	Price Industries
Central Arizona College	Republic Plastics

PINAL COUNTY (Continued)

Daisy Brand	SeaFab Metals
Ehrmann Arizona Dairy	State of Arizona
ELRUS Aggregate Systems	Stinger Welding
Flying J Truck Stop	Sun Life Family Health Centers
Franklin Food & Drug Store	Truckstop of America
Frito Lay	Walmart/Sam's Club
Fry's Food & Drug Store	Westile Roofing Products

The Gila/Pinal Board must rededicate its efforts toward cross-program strategies that focus on partnerships including not only employers and workforce system partners, but partners tied to economic development, education, business groups and associations, and community service organizations that play an integral role in cross-program processes.

The rudiments of such partnerships – asset mapping across all entities – have yet to take shape with any consistency, but must, to meet both employer and job seeker needs in the most efficient, cost-effective ways available throughout the local area.

Gila/Pinal will utilize the expertise of its Business Service Team to begin the asset mapping process within the employer community, identifying their workforce needs, skill gaps, recruitment strategies, as well as advocating for work-ready job seekers who could fulfill those workforce needs. From this starting point, partner agencies within the Gila/Pinal One-Stop system will be held responsible for seeking out other partners to build upon current connections with the goal of bringing newfound pride, strength, and cooperation to a workforce system seeking all of these things.

D. Planning Development

WIA section 118 requires that each Local Board, in partnership with the appropriate chief elected officials, develops and submits a comprehensive five-year plan to the Governor which identifies and describes certain policies, procedures and local activities that are carried out in the local area, and that is consistent with the State Plan.

Describe the involvement of the Chief Local Elected Official (CLEO), the Local Workforce Investment Board (LWIB) and the stakeholders in the development of the plan.

The plan development process consisted of a series of meetings beginning August 29, 2013 involving the following workforce system partners:

- Gila/Pinal LWIB
- Economic Development Director
- WIA Title IB Youth, Adult, and Dislocated Worker program representatives
- DES Employment Services and Veterans' Services representative
- Central Arizona College representative
- Senior Community Service Employment Program representatives
- Local Chamber of Commerce Director

The Business Plan was then presented to each county's Board of Supervisors at their regular meetings with recommendations for approval. The Gila County Board of Supervisors approved the Business Plan on December 17, 2013. The Pinal County Board of Supervisors reviewed the Business Plan on November 26, 2013 and requested a change in the sector strategies for Pinal County.

The Business Plan's Executive Summary lists the specific representatives who developed and subsequently modified the plan to reflect changes requested by the State, as well as the Pinal County Board of Supervisors.

NOTE: The plan has yet to receive Pinal County BOS approval. Pinal County leadership is currently in discussions with Maricopa County leadership to determine if Pinal's re-alignment of its workforce system with Maricopa's would provide greater leverage in service delivery, as well as workforce system effectiveness overall. A re-alignment decision may occur as early as FY 2015. Despite future re-alignment plans, the Gila/Pinal Board is committed to sustaining the integrity of its workforce system until permanent re-alignment of both Gila and Pinal Counties has occurred.

Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments. Describe measures taken to include or address all comments received within the review period.

The Gila/Pinal Business Plan was made available for public comment from October 28, 2013 through November 26, 2013. Notice of the public comment period was printed in various local newspapers throughout Gila and Pinal Counties. Public notice was also posted on both Gila and Pinal County websites. Copies of the plan were made available at the following Gila/Pinal comprehensive One-Stop Centers:

Gila County Comprehensive One-Stop Center
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Pinal County Comprehensive One-Stop Center
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122

Copies of the published notice and the distribution list are attached. (Appendix A). Key stakeholders were notified by email. They consisted of the LWIB members, the WIA Dislocated Worker Program Manager, Adult Program Coordinator, Youth Program Coordinator, and the Gila County Community Services Director. Throughout the 30-day public comment period, no public comments were received.

Notice of Public Comment will be published in the aforementioned media concerning a subsequent 10-day public comment period for the revised Gila/Pinal Business Plan.

Identify the local self-sufficiency standards approved by the Local Workforce Board for employed adults and dislocated workers as a percentage of the Lower Living Standard Income Level (LLSIL). Describe how the LWIB ensures the self-sufficiency level is reflective of the current labor market information.

Under procedures delineated in WIA Guidance Letter No. 01-13 dated June 27, 2013, the Gila-Pinal Workforce Investment Board has defined self-sufficiency (based on family size) for employed adults as 125% of the LLSIL and 150% of the LLSIL for dislocated workers under the non-metro classification.

Bureau of Labor Statistics wage data for the two-county area as of the second quarter of 2013 (to coincide with publication of 2013 federal poverty levels), coupled with the latest (2012) U.S. Census estimates for average number of individuals per household (rounded) in each county, were used as baselines for representing self-sufficiency for employed adults at 125% and dislocated worker self-sufficiency at 150%.

County	Employment June 2013	Average Weekly Wage (Representing 125% EA and 150 % DW Self-Sufficiency)	No. of Individuals per Household (rounded)
Gila	15,321	\$ 713	3
Pinal	55,169	\$ 734	3

[Note: Above chart only includes workers covered by Unemployment Insurance (UI) and Unemployment Compensation for Federal Employees (UCFE) programs.]

Gila/Pinal One-Stop staff uses the above figures as representative of self-sufficient weekly wages.

D.1 Service Access Sites

Provide the number and location (including address) of each of the following access sites including how the respective locations were selected:

The Gila/Pinal Workforce Investment Area has two Comprehensive One-Stops Centers and two Affiliate sites. The comprehensive centers are located in Globe and Casa Grande, while the affiliate sites are based in Payson. Comprehensive and affiliate centers have been in operation over five years. Locations were selected based on several factors:

- Distance to partner services in each county
- Concentration of job seekers and employers in both counties
- Area potential for economic development and job creation
- Ease of outreach to additional One-Stop customers and partners

Gila/Pinal Comprehensive, Affiliate, and One-Stop Access Points

1. **Comprehensive One-Stop Centers** – The Comprehensive One-Stop Centers provide core services specified in Section 134(d)(2) of the WIA, and provide job seekers and employers access to partner services specified in Section 121(b)(1). Each comprehensive One-Stop has on-site WIA youth, adult and dislocated worker services, and Wagner-Peyser. Other participating mandated partners are available on-site, through electronic means, or through a formalized referral processes.

Arizona Workforce Connection
1015 E. Florence Blvd, Suite A-100
Casa Grande, AZ 85122

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

2. **Affiliate Centers** – One affiliate One-Stop Center is located in Payson. The affiliate One-Stop Centers may have additional partner services on site on an itinerant basis and/or provide partner services via web site, cross-training of on-site staff, or formal referrals.

Arizona Department of Economic Security
112 E. Highway 260
Payson, AZ 85541

3. **Access Points** – The five Access Points are located in Apache Junction, Coolidge and Payson. These offer electronic access to services which may include, but are not limited to, job search assistance, career exploration, training opportunities, unemployment information, access to computers and other office equipment, and supportive services.

City of Coolidge
Coolidge Public Library
160 W. Central Avenue
Coolidge, AZ 85128

Empowerment Systems Inc.
2066 W. Apache Trail #116
Apache Junction, AZ 85120

Arizona Rim Reality
609 S. Beeline Highway
Payson, AZ 85541

Mammoth Library
125 S Clark St.
Mammoth, AZ 85618

Adelante Juntos
301 N. Avenue B
San Manuel, AZ 85631

Other Satellite/Access Point locations have been identified and are at different stages of implementation. Identification of these additional points of access is based on their current level of inaccessibility to comprehensive services; the lack of public transit; population characteristics based on the latest U.S. Census data, and each location's importance with respect to targeted industry sectors. Based on these criteria, the following communities within Gila and Pinal Counties are currently under consideration for additional satellite/access sites: Kearny located in Eastern Pinal County; Florence, San Tan, Maricopa, Eloy, and Arizona City located in Western Pinal County.

How does the Local Workforce Board evaluate the needs of the community in determining that the locations and partner services meet the needs of jobseekers and the employer community?

The two major Comprehensive One-Stops are located in Casa Grande in Pinal County and Globe in Gila County. The LWIB evaluates the needs of job seekers and employers through strategic decision making based on mitigating barriers to employment and business growth determined by the latest U.S. Census numbers, state university data, as well as other sources of demographic and geographic data. Below are examples:

- **Language Barriers:** Staff at both centers is bilingual to provide services to the Hispanic population which accounts for 29% of Pinal County's population and 18% Gila County's population.
- **Migrant Farm Worker Populations:** The vast areas of agricultural land in Pinal County draws a significant influx of migrant seasonal farm workers each year who require a broad mix of employment and supportive services. Thus, the MSFW program has an in-person staff presence within the LWIA's comprehensive One-Stop in Pinal County.

- **Residents Below Poverty Thresholds Based on Family Size:** The Gila/Pinal LWIA offers in-person assistance through the Community Action Program, Section 8 Housing, Home Weatherization, and other needs-based programs where income eligibility is a prime criterion for receiving assistance.

The LWIB is in the process of developing a user-friendly website to include interactive maps, sign-in forms, survey questionnaires, and links to services. The site will have the capability of tracking visitor activity for data analyses to determine the most sought after job seeker needs, as well as locations where service needs are more widespread. Site data will also help ensure that veterans are identified and given priority of service. The Workforce Development Committee and Site Managers will meet regularly to review the data and report results to the LWIB.

For the business community, an employer database is currently under development to collect information about each employer contacted by the local area's business service representatives. The database will contain information on business location by city and zip code, number of employees, types of positions for which the employer hires, employer contacts, products and services offered, and in which industry sector the employer should be categorized. This will assist business service representatives to effectively serve businesses in the Gila/Pinal LWIA without duplicating or overlapping their efforts. In addition, the database will help inform future decisions of the sector strategy committee and provide employer contact information for en masse distribution of announcements concerning meetings, special events, job fairs, etc. The timeline to have the database functional and partners and staff trained is July 1, 2014. Customer demand for bilingual information on the web site will be evaluated once the site is functional.

How is it decided if additional services or partners are needed and how they will be incorporated into the existing access site structure?

The need for additional partners and services is based on those decision elements noted in the preceding pages. Frequent reviews of these decision elements will ensure their continuing validity. The responsibility for these reviews rests with the Workforce Development Committee, who will bring their recommendations for additional partnerships/services to the LWIB for final approval. Upon approval of additional partners, staff will be trained on other partners' services in the One-Stop. This training shall be conducted by the Site Managers on an ongoing basis with all One-Stop partners and staff.

Describe how the Local Workforce Area will ensure that each site complies with the state chartering and certification policies.

The Gila/Pinal Workforce Investment Area shall comply as set forth in State Workforce Policy #04-2013 – One-Stop Certification Process. In order for a Comprehensive One-Stop Center to be certified, the Gila/Pinal LWIA will follow the criteria below:

- Workforce Board's Mission Statement is posted and visible to public.
- Full-time hours of operation are posted on the door or in view of the outside entrance;

- Site manager has been assigned by the One-Stop operator with a job description that is inclusive of overseeing the day-to-day operations of the center as described in the State Workforce Policy #01-2013 regarding Service Integration.
- The Welcome function, Skill and Career Development function, and Business Services function shall be established according to the Service Integration Policy #01-2013.
- Staff development and capacity building to ensure individuals working with customers have the skill and knowledge needed to provide quality customer service.
- Core, intensive and training services under WIA will be provided as follows:
 - Triage and Initial Assessment
 - Core Services without Significant Staff Involvement
 - Core Services with Significant Staff Involvement
 - Intensive Services
 - Training Services
- Partner programs are either co-located or virtually accessible, either directly or through referrals.
- Business Plan shall be submitted to the State Administrative Entity where a set of proposed annual performance measures shall be listed.

Gila/Pinal is committed to reviewing, analyzing, and revising the service delivery system to ensure compliance with state chartering and certification policies. The LWIB is continuously working with the Workforce Development Committee and partners to provide seamless services that benefit job seekers and employers. One-Stop partners and staff will be cross-trained on a quarterly basis to have a clearer understanding of services provided by each partner agency. The Workforce Development Committee and the Site Managers will monitor and ensure all sites are in compliance with state policy, including satellite/access points. These centers shall, at a minimum, provide technological access to service information and basic self-directed core services.

Describe emergency procedures to ensure the safety of individuals working and using the sites.

The two Comprehensive One-Stops have emergency evacuation plans and procedures in place. Annual emergency drills take place to ensure processes are understood and implemented accordingly. The Site Managers provide training with all partners on safety and fire emergencies. Safety procedures also involve identification of potentially troublesome clients and strategies for defusing problems created by such clients. A panic button has been installed in the Casa Grande One-Stop at the receptionist's desk and in the resource room for a staff person to make others aware of a disruptive client. All clients are escorted to and from the lobby to guarantee the safety of staff. Above all, safety is paramount with respect to all interactions among staff and customers in the One-Stop system.

Outline a marketing strategy for creating awareness of services provided and connecting with all job seekers and employers in the Local Workforce Area and steps to be taken to align with the state plan outreach strategies.

The Gila/Pinal LWIA uses a variety of marketing strategies to communicate to the public the services available through the One-Stop System. The following resources are being used as

outreach tools: (1) networking with community based organizations, (2) brochures, flyers, and posters; (3) television and radio PSA's; (4) newspaper articles; (5) job fairs, (6) memberships in local chambers of commerce; and (7) notices in Access Points throughout both counties.

As noted earlier in this plan section, the LWIA is in the process of developing a new website, which will also serve as a marketing tool to expand the area's reach electronically. The site will offer workforce news of interest and a calendar of events and activities including job fairs and veterans' events. In addition, the LWIA will establish a presence on social media sites such as Facebook, Twitter, and LinkedIn where increasing numbers of employers and job seekers go for essential information and updates about state and local workforce systems.

The "Arizona Workforce Connection" brand which is used throughout the state will continue to be utilized on all marketing materials for job seekers and employers. This brand is associated with the statewide One-Stop System.

E. Administrative Structure

Reference Local Governance Policy; One-Stop Delivery System Policy; One-Stop Certification Policy

The Local Workforce Board is appointed by the chief elected official(s) in the local area in accordance with State criteria established under WIA section 117(b), and is certified by the Governor every two years, in accordance with WIA section 117(c)(2).

Local Boards must designate an operator that will ensure seamless service delivery within each One-Stop Center. The operator must ensure seamless service delivery in all affiliate and comprehensive One-Stop Centers to include details of day-to-day functional supervision that may take the form of a site manager or other means as determined effective.

E.1 Leadership Structure

Indicate who the One-Stop Operator is and describe how they were selected – competitively bid or a consortium of 3 or more partners. If a consortium – identify the partners.

A consortium of partners consisting of the Arizona Department of Economic Security (Wagner-Peyser); Gila County Community Services (Dislocated Worker); and Portable Practical Education Preparation (PPEP) have been designated by the LWIB and Local Elected Officials as Operators of the Gila/Pinal One-Stop System. All parties have approved an MOU (Appendix G), which delineates their roles and responsibilities with respect to One-Stop system operations.

Individuals representing the aforementioned One-Stop Operator entities are as follows:

- Kim Rodriguez, Foreign Labor Certification Coordinator and Employment Services Manager/Wagner-Peyser for Gila/Pinal/Yuma Counties
- Malissa Buzan, Community Services Director, WIA Title IB Programs, Gila County Community Services
- Kari Hogan, CFO for Portable Practical Education Preparation (PPEP).

The LWIB Executive Committee selected the One-Stop Operators and designated Gila County Community Services as the lead agency for the consortium. As lead agency, Gila County Community Services will be responsible for day-to-day operations, coordination and management of the Comprehensive One-Stop Centers. One-Stop Operators meet at least quarterly to discuss service mix, service flow, and other issues as appropriate.

Provide an organizational chart that delineates the relationship between the agencies involved in the workforce development system, including the Chief Elected Official, administrative entity, fiscal entity, One-Stop Operator and the required One-Stop partner programs and lines of authority.

Gila/Pinal Workforce Investment Business Plan contains the organizational chart of the Gila/Pinal Workforce Development System (Appendix B). The chart identifies the tiered levels of responsibility within the system including chief elected officials, Gila County as the WIA grant recipient, the Gila/Pinal Workforce Investment Board, Board sub-committees, One-Stop Operators, and Partner Programs including WIA Title IB.

Describe the Local Workforce Investment Board structure and its relationship with the Chief Elected Official(s).

The Gila/Pinal LWIB is comprised of 51% private business members and 49% public sector members, who are appointed by the Gila and Pinal County Boards of Supervisors. Members are appointed for 4-year terms and may be re-appointed to consecutive terms. The Gila/Pinal LWIB recommends board member appointments via majority vote to the two Boards of Supervisors (BOS), based on prospective appointees' affiliation with either Gila or Pinal County. Generally, a BOS appointment decision is made within 60 days following a recommendation.

Gila/Pinal leadership fully recognizes that the current process for recommending new LWIB members, as well as the LWIB's relationship with chief elected officials, has historically been about transactional necessity, rather than taking deliberate steps to advance the LWIB's influence and impact on the region it serves. In recent months, both Gila and Pinal Counties have come to the realization that their viability as workforce system entities may hinge on realigning themselves with other, larger LWIA's in Arizona. As of this writing, both counties are vetting this possibility with the state's WIA grantee (Arizona Department of Economic Security), the Arizona Commerce Authority, and with other LWIB's.

Describe the role of the Chief Elected Official in the governance and implementation of WIA in the local area.

The chief elected officials in both Gila and Pinal Counties are representatives who sit on each county's board of supervisors. In Gila County, three BOS members are responsible for oversight of the County's finances including WIA funding, since Gila County is the grantee of record and fiscal agent for the Gila/Pinal LWIA consortium. One-Stop system operators provide the Gila County BOS with meeting minutes of all LWIB meetings, and operators are frequently called upon to present workforce matters of interest to the BOS including new board member nominations, funding allocations for each new WIA program year, as well as partnership funding, services, and resource leveraging among workforce system partners. Pinal County's BOS consists of five BOS members who, much like their counterparts in Gila County, fill vacancies on the LWIB, receive meeting minutes of all LWIB meetings, and are provided detailed information on workforce matters via system partner presentations.

Identify the entity responsible for the administrative functions in the delivery of WIA services.

Gila County is the designated entity responsible for the administrative functions in the delivery of WIA services. An Intergovernmental Agreement (Appendix F) has been developed between Gila and Pinal County Boards of Supervisors designating Gila County as the WIA grant recipient.

Identify the entity responsible for the disbursement of grant funds, as determined by the Chief Elected Official.

Gila County as Grant Recipient is the designated entity responsible for disbursement of WIA grant funds. Gila County has established fiscal controls and fund accounting procedures necessary to assure the proper disbursement and accounting of federal funds allocated to all related programs, according to generally accepted accounting principles. Gila County, as Grant Recipient, is responsible for complying with all applicable uniform cost principles and administrative requirements for grants and agreements included in the appropriate circulars and rules as promulgated by the Federal Office of Management and Budget, United States Department of Labor and the State of Arizona, Department of Economic Security (ADES).

E.2 Youth Councils

Describe the Local Workforce Area Youth Council, its membership, meeting schedules, purpose, and relationship to the Local Workforce Investment Board.

The Gila/Pinal Workforce Investment Area is in the process of re-establishing its Youth Council as a subcommittee of the LWIB. The initial meeting held April 8, 2014, focused on developing the mission and vision of the Youth Council, as well as a framework for recruiting new members. Meeting attendees included the WIA Adult Program Manager, who is an LWIB member and chairperson for the Youth Council initiative; the WIA Youth Program Coordinator, and other LWIB members. Among the many goals discussed with regard to re-establishing the Youth Council are the following:

- Involve youth of varied backgrounds in decision making.
- Conduct resource mapping to identify as many youth service providers as possible and create a database of these resources.
- Strengthen collaborations with educators.
- Reconnect out-of-school youth to educational programs and other resources to facilitate their transition into work, post-secondary education and training, and adult responsibilities.
- Support parents in their efforts to bring awareness of local and regional opportunities leading to stable, productive relationships with their teens and young adults.
- Identify web-based tools that will help youth assess their skills and interests; prepare them for post-secondary studies; connect them with academic and occupational learning resources; and lead them to unsubsidized employment, apprenticeships, internships, and other employment opportunities.

Meetings to re-establish the Youth Council will be held quarterly, but may occur with more or less frequency, depending on re-alignment decisions associated with the Gila/Pinal LWIA.

Describe how the Local Workforce Area Youth Council will provide guidance and oversight to ensure the needs of youth are being met.

Youth Council activities, as well as related fiscal and programmatic operations within the One-Stop system, will be monitored by LWIB staff, with technical assistance and training support coming from the state's own monitoring personnel. LWIB staff will evaluate local youth providers by reviewing appropriate quarterly performance data against established youth outcome measures, and will request guidance from the State Department of Education regarding ways to improve upon results.

Describe the role of the Youth Council in the procurement of youth services.

The Youth Council shall utilize a Gila County-sanctioned Request for Proposal procurement process to select eligible service providers for youth. Upon proposal reviews, the Youth Council will forward its recommendations to the LWIB. Contracts based on recommended proposals will then go forward to the Gila and Pinal County Boards of Supervisors for final approval.

E.3 Procurement

Describe the competitive and non-competitive process used to award grants and contracts for activities under WIA Title 1B, including how potential bidders are made aware of the availability of grants and contracts. Include the process to procure training services that are made as exceptions to the ITA process.

The Gila/Pinal Workforce Investment Area utilizes a Gila County-sanctioned Request for Proposal procurement process to select eligible service providers. The competitive process is open to the public via public notices in local news media and on county web sites. Upon proposal reviews, the LWIB's recommendations are forwarded to the Gila and Pinal County Boards of Supervisors in the form of contracts for final approval.

Funding recommendations are based on the total score from individual ranking sheets. Once approved by the WIB, funding recommendations are forwarded to the Gila and Pinal Boards of Supervisors for approval. Funding for any and all proposals is subject to funding availability per U.S. Department of Labor allocations.

The Gila/Pinal Workforce Investment Area reserves the right to:

- Renew contract(s) for a second year and third year without issuing an RFP for the second year.
- Accept or reject any or all of the proposals received and to cancel in part or in its entirety a request if it is in the best interest of the counties to do so.
- Negotiate necessary adjustments in proposed funding levels and program activities.
- Fund agencies outside the order of rating recommendations.
- Direct subcontractors to implement changes in accordance with state directives made to comply with the Workforce Investment Act and applicable regulations.

Describe criteria used for awarding grants for youth activities, including criteria used to identify effective or ineffective youth activities and providers of such activities.

Youth Requests for Proposal are ranked based on established criteria for the Scope of Work. Criteria to be used in awarding youth providers shall include:

- Executive Summary: target population, service site, facility, outreach/marketing, cost effectiveness, and performance standards
- Needs/Community Assessment: geographical area, statistics, needs of the targeted area, maps and tables to support the narrative
- Design and Delivery: activities/services for the different targeted areas and clear definitions of activities, quality and innovative approaches; outcomes that meet or exceed performance; partnerships; and youth retention
- Composition of the Collaborative/Partnership: specific responsibilities of each partner; written agreements, partner services clearly stated
- Experience: Past performance - qualified staff, organization chart, staff job descriptions.

The following categories serve as the Gila/Pinal Workforce Investment Board performance and reporting requirements during the contract period. These categories are subject to change. The following categories have been assigned points to be utilized to assess each contractor's progress toward the attainment of requirements on a quarterly basis:

- Attainment of Federal Performance Measures (20 points) and contractor has met or exceeded performance measures
- Expenditures (10 points) and expenditures are in-line with RFP and federal guidelines
- Service levels (10 points) and contractor has enrolled the number of participants in the contract
- Program monitoring outcomes (20 points) and contractor will be monitored by staff twice a year to ensure program compliance
- Fiscal monitoring outcomes (20 points) and contract will be monitored by staff twice a year to ensure fiscal compliance
- Monthly/quarterly reports, etc. (20 points)

Other organizations not currently or previously providing youth services will be evaluated on information obtained from references submitted in the "Reference" section of the RFP. The reference source will be asked to provide an overall assessment of program performance and capabilities including:

- Actual performance vs. planned goals
- Type of program services funded
- Participant characteristics (number served, age, target group)
- Geographic area served
- Grant amount and duration (including date(s) funded)
- Fiscal accountability
- Reporting and record keeping performance/capabilities
- Customer satisfaction

The Gila/Pinal Workforce Investment Board expects that each provider will consistently improve performance from quarter to quarter, i.e. percentage increases. LWIB Administrative Staff will provide technical assistance and training, based on individual agency needs, to improve WIA performance.

Describe the procedures established for providers of youth or training services to appeal a denial of eligibility, a termination of eligibility or other action by the Local Workforce Board or One-Stop Operator.

The following contains details of the Administrative Appeal Procedure for organizations/individual(s) who wish to file a complaint based on the funding recommendation process for WIA programs. The Appeal Process shall adhere to Gila County's process.

Requesting an Appeal

Appeals must be submitted in writing.

1. Appeals may be made only for an alleged violation of the proposal review process, which resulted in discrimination or unfair consideration.
2. When an appeal is made, the committee may make the following recommendations:
 - There was compliance with applicable procedural requirements.
 - Any deviation from applicable requirements was not substantive and did not significantly affect the results. A recommendation of changes to be adopted for future RFP review process is in order.
 - There was a deviation from applicable procedural requirements that may have significantly affected the outcome. Committee may recommend review or other appropriate action. The recommendation may be made to the Gila/Pinal Workforce Investment Board.
3. The written appeal request must be delivered to the Gila/Pinal Workforce Investment Board by the end of the second business day after the Committee makes its recommendations.

Appeal Requests are submitted to: Gila/Pinal Workforce Investment Board
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

4. The Appeals Committee will be composed of three (3) members. The Workforce Investment Board Chair will identify three (3) WIB members to hear appeals and two (2) members to stand as alternates in the event an Appeals Committee member is unable to participate. Representation of the WIB Appeals Committee should be reflective of as many diverse representative sectors as possible to minimize the possibility of conflicts of interest. If a representative of the organization/individual(s) requesting an appeal hearing is not present, the appeal request will be automatically denied.
5. In the event that an appeal is upheld, the Appeals Committee will forward its decisions(s) to the Youth Council for further consideration. Final recommendations

will be forwarded to the WIB. Once reviewed by the WIB, the appeal will be forwarded to the Gila County Board of Supervisors for final approval.

E.4 Communication

Describe how the Local Workforce Area will communicate performance results to stakeholders.

The Arizona Department of Economic Security provides monthly Red and Green Reports to the Gila/Pinal workforce staff. These reports track the Youth, Adult, and Dislocated Worker performance outcomes versus yearly, established performance measures. The reports are then provided more broadly to workforce system staff on a monthly basis and quarterly to stakeholders including the Gila/Pinal WIB and partners at quarterly LWIB meetings. The LWIB meeting is an opportunity for stakeholders and partners to review the performance results.

Beyond WIA related performance outcomes, the LWIB will review performance outcomes on a quarterly basis for the other partner programs within the One-Stop system. This information will also be provided to the Gila and Pinal County Boards of Supervisors. Going forward, the performance measures will be posted on the new Gila/Pinal Workforce Investment Area website.

Describe how the Local Workforce Area will communicate financial information and service information to stakeholders.

The financial information will be presented to the Gila/Pinal WIB during its regular meetings by the Executive/Fiscal Committee. The service information will be presented by the Workforce Development Committee. WIB members and system stakeholders have the opportunity to receive the information and provide input during these meetings. The Gila County Community Services Director reports financial information and performance outcomes quarterly to the Gila/Pinal WIB and Gila and Pinal County Boards of Supervisors, and posts reports on the Gila County (www.gilacounty.gov) and Pinal County (www.pinalcounty.gov) websites.

Describe the communication protocol and how the Local Workforce Board, local elected officials, partners and all staff are informed on a regular basis regarding activities, performance outcomes, and budgets with at least one joint meeting held annually between the Chief Elected Officials and the local board.

- Local elected officials are updated quarterly at a regular board meeting by the Community Services Director.
- Partners and staff are kept up to date by the Site Managers with monthly or as-needed meetings to discuss needs of clients, along with any changes in their programs.
- Site Managers report to the WIB at each scheduled meeting on service information, needs, or changes.
- Gila and Pinal Boards of Supervisors are updated on a quarterly basis.

Describe in detail how the local board will resolve conflicts that may arise (but not limited to) the following:

- **Board Members**

Any grievance/conflict will be submitted in writing to the Chairman*. The Chairman would then try to resolve the issue. If the Chairman cannot resolve the conflict, an outside mediator is brought in to resolve the conflict and give the Board a recommendation if board action is necessary. If the grievance/conflict is with the Chairman, the Vice Chair would follow the same procedures, but would be the first contact.

- **Service Delivery Partners**

Any grievance/conflict must be submitted in writing to the Site Managers. The Site Managers would notify the Chairman* and work together to resolve the grievance/conflict. If the grievance/conflict is with a Site Manager, the Chairman would work with the Executive Committee to try to resolve the grievance/conflict. If they can't resolve the conflict, an outside mediator would be brought in to resolve the conflict and give the Board a recommendation, if Board action is necessary.

- **One-Stop Partners**

Any grievance/conflict must be submitted in writing to the Site Managers. The Site Managers shall notify the Chairman of the LWIB. The Community Services Director and Site Managers would work together to try to resolve the grievance/conflict. They shall keep the Chairman* of the WIB informed. If necessary, the Chairman can be asked to help resolve the grievance/conflict. If they can't resolve the conflict, an outside mediator would be brought in to resolve conflict and give the LWIB a recommendation, if Board action is necessary.

*If the Chairman is not available or has a conflict of interest, another board member may be appointed by the full WIB.

F. Equal Opportunity and Affirmative Action

Reference Local Governance Policy; One-Stop Delivery System Policy; One-Stop Center Certification Policy.

A system that includes compliance with WIA Section 188, Title IV of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Age Discrimination Act of 1975 and Title IX of the Education Act of 1972, and the current State of Arizona Method of Administration.

Describe how each access site identified in D.1 will ensure compliance with the State's Methods of Administration (i.e., Equal Opportunity and Americans with Disabilities Act requirements).

Gila/Pinal's One-Stop Comprehensive Career Centers fully comply with the Americans with Disability Act, Section 504 of the Rehabilitation Act of 1973 (amended); Section 188 of the WIA of 1998; the Age Discrimination Act of 1975; Title IX of the Education Act of 1972; and 29 CFR Part 37. This degree of compliance applies to all recipients, programs or activities that are part of the One-Stop delivery system and operated by One-Stop partners listed in section 121(b) of the WIA, to the extent that the programs and activities are being conducted as part of the One-Stop delivery system.

Using U.S. Department of Labor's (ETA) Technical Guidance Letter 31-11 dated May 25, 2012 as a benchmark, the Gila/Pinal LWIA applies the following stipulations to its One-Stop system processes:

- (1) It is against the law for this recipient of Federal financial assistance to discriminate on the basis of the following against any individual in the United States:
 - race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially assisted program or activity.

- (2) The recipient must not discriminate in any of the following areas:
 - deciding who will be admitted or have access to any WIA Title I financially assisted program or activity
 - providing opportunities in, or treating any person with regard to, such a program or activity
 - making employment decisions in the administration of, or in connection with, such a program or activity

Beyond the essential compliance efforts stated above, the Gila/Pinal LWIA has developed the following operational 'equal rights' system:

Designation of Local Level Equal Opportunity Officer. The Local Equal Opportunity Officer's name is posted on the "Equal Opportunity is the Law" posters in each of the One-Stops. EEO training in the One-Stops is conducted on a yearly basis with all WIA programs.

Notice to Special Populations. The Gila/Pinal One-Stops have a notice and communication system accessible to everyone entering the One-Stops. The "Equal Opportunity is the Law" posters in English and Spanish are posted in the One-Stop Centers. "Equal Opportunity is the Law" forms are provided to WIA enrollees, who must acknowledge receipt of the document. The forms are then placed in their participant files. Individuals with limited English proficiency are made aware of their rights utilizing bilingual staff, and other customers are made aware of the availability of nondiscrimination policies in service orientation sessions.

Review of Assurances, Job Training Plans, Contracts, and Policies and Procedures. The Gila/Pinal Workforce Investment Area ensures federal EO compliance with programmatic and architectural accessibility (i.e. reasonable accommodations) for individuals with disabilities, and complies with EO policies. Whenever possible and with proper notice (generally 48 hours), One-Stops in the Gila/Pinal system fulfill requested accommodations for individuals requiring assistance with hearing, site, movement, and other disabling conditions that may affect their ability to participate fully in the One-Stop system customer experience.

Universal Access. The Gila/Pinal Workforce Investment Area provides universal access. Visual representations of such accessibility are displayed throughout various One-Stop locations, and the LWIA will reinforce such universal access messages on its new web site.

Compliance with Section 504 and the Rehabilitation Act of 1973, as Amended and 29 CFR part 37. The Gila/Pinal Workforce Investment Area has adopted an equal opportunity and non-discrimination policy. A yearly WIA Equal Opportunity and Non-Discrimination audit is conducted by the State Equal Opportunity Officer to ensure compliance with Equal Opportunity policies. Gila/Pinal has been in continuous compliance with these annual audits.

Data and Information Collection and Maintenance. The local Equal Opportunity Officer, with the assistance from the One-Stop staff, collects and maintains EEO data with regard to system registrants and participants, then maintains this information in the AZJobConnection electronic workforce system.

Monitoring Recipients for Compliance. Gila/Pinal has two sub-recipients: Central Arizona Governments (CAG) – Adult Program; and Central Arizona College – Youth Program. These sub-recipients are monitored for EEO-related complaints once a year and provided staff training accordingly based on the state's Methods of Administration.

Compliant Processing Procedures. The Gila/Pinal workforce system developed and implemented complaint and grievance procedures. Program participants are provided with information about the LWIA's complaint and grievance policies upon enrollment and receive a copy of the complaint policy which they must sign, having acknowledged they have read and understand the information. A signed acknowledgement of the complaint and grievance procedure policies is placed in each registered participant's file.

The One-Stop complaint system includes a One-Stop complaint form for all One-Stop users.

Corrective Actions/Sanctions. The Gila/Pinal LWIA has developed procedures and policies according to WIA Guidance Letter #03-10, which offers corrective and remedial actions designed to address violations and establish minimum time frames necessary to correct each violation. The procedures provide those steps involved with recognizing and addressing discrimination, as well as follow-up monitoring to ensure remedial actions are fulfilled and violations are corrected.

Compliance Assurances – Contractors and Service Providers

The Gila/Pinal LWIA is committed to making all services, facilities, and information accessible to individuals without regard to race, color, religion, sex, national origin, age, disability, political affiliation or belief. This applies to all programs, activities, and services provided by or made available to potential employees, volunteers, contractors, service providers, licensees, clients, and potential clients within the Gila/Pinal One-Stop Comprehensive Centers. To reinforce this commitment, all contractors and service providers are required to provide written assurance in their agreements, grants, and contracts that they are committed to and will comply with related laws and regulations as mentioned previously in this section.

The Gila/Pinal LWIA has established a comprehensive communication system – written and electronic - accessible to all registrants, applicants, eligible applicants/registrants, applicants for employment, employees and interested members of the public, making them aware of the WIA One-Stop’s obligation to operate its programs and activities in a nondiscriminatory manner, and the extent of the rights of members of these groups to file complaints of discrimination.

Provide contact information and identification of the Local, State, and Federal EO Officers available in all facilities used to conduct WIA Title 1 funded activities or trainings.

Local EO Officer

Christina Throop
Gila/Pinal EO Officer
5515 S Apache Ave. Suite 200
Globe, AZ 85501
Phone: 428.425.7631 - Fax: 928.425.9468
Cthroop@gilacountyaz.gov

Federal EO Officer

Naomi M. Barry-Perez
Civil Rights Center Director
U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington DC 20201
Phone: 202.693.6502
Fax: 202.693.6505
TTY: 202.693.6516

State EO Officer

Lynn A. Nedella
Arizona WIA EO Officer
Employment Administration
Department of Economic Security
1789 W. Jefferson Site Code 920Z
Phoenix, AZ 85507
Phone: 602.542.3957
Fax: 602.542.2491
TTY/TDD: 7-1-1
LNedella@azdes.gov

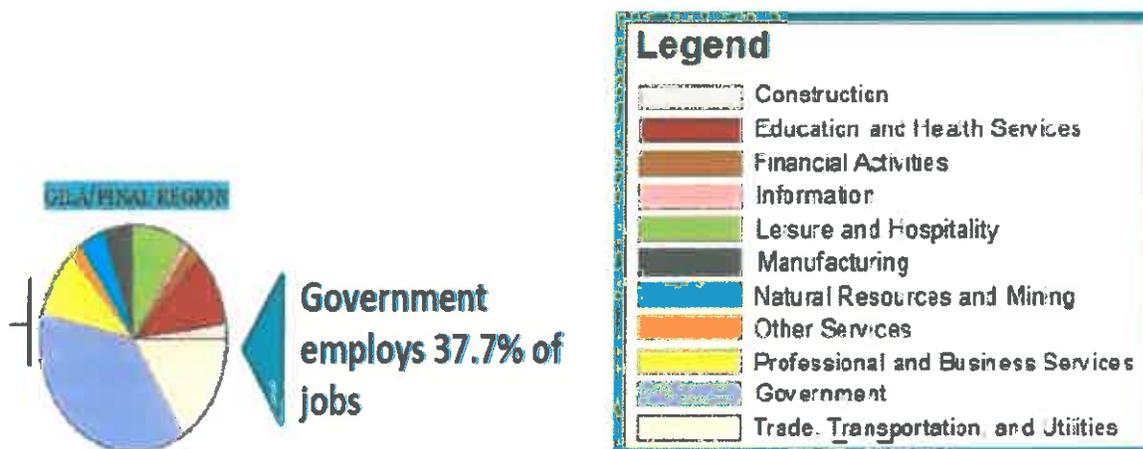
G. Evaluation and Market Analysis

Reference Local Governance Policy; One-Stop Delivery System Policy, Balanced Scorecard
The Local Workforce Area Business Plan must describe the labor market and economic context in which the local workforce system (including all the programs in the State Integrated Workforce Plan) is operating, based on accurate and timely labor-market, demographic, and economic information, with particular attention given to high-need, under-served, under-employed, and/or low-skilled subpopulations.

The Local Workforce Area Business Plan must include the following specific information:

- ✓ *An assessment of the current situation and projected trends of the Local Workforce Area's economy, industries and occupations, including major economic regions and industrial and occupational sectors.*

Current Situation: The State of Arizona and the Gila/Pinal Local Workforce Investment Area were hit hard during the most recent recession, which began in December 2007 and continues to impact the state and local economies. Unemployment in Gila County reached 13.5% at the height of the recession and was still above 9% in the first quarter of 2014. Pinal County, meanwhile, fared somewhat better with a 5% unemployment rate at the recession's start; however, an 8.3% rate during 2014's first quarter indicates a general loss of economic activity that is still well below pre-recession values. (Source: 2014 Federal Reserve Economic Data [FRED], not seasonally adjusted). The construction sector appears to have taken the greatest downturn, although modest rebounds in construction and home values have been realized in recent months, especially in the economic region neighboring metropolitan Phoenix. Overall, a higher proportion of jobs (37.7%) are now concentrated in the government sector across the region.



(Source: Arizona Office of Employment and Population Statistics, August 2013)

Pinal County

Each new fiscal year, the Pinal County Economic Development Department issues an update of its Business Plan, outlining the specific issues where resources should be focused during the coming year. For FY 2013/14, the department selected the following three issues and offered a set of corresponding strategic goals (i.e. projections) to bring about resolutions over the next 2 to 3 years:

Issue 1: Base/Primary Job Creation

Approximately 86% of available jobs in Pinal County are government, retail, or service-related jobs with no saleable product. If this issue is not addressed:

- The County will remain dependent on residential property tax for the majority of General Fund revenues due to a lack of an industrial base.
- Residents will continue to commute great distances for work outside the county.
- Residents' quality of life will continue to suffer.
- The County will continue to experience "brain drain" of graduating high school seniors and college graduates.

Issue 2: Workforce Commuting

Approximately 54% of the County workforce commutes daily to another county to seek primary employment opportunities. If this is not addressed, it will result in:

- Continued strain on transportation infrastructure
- Contribute to severe retail leakage
- Contribute to less disposable income per family

Issue 3: Industrial Tax Base

Pinal County is highly dependent on retail property taxes as major operating income. If this is not addressed by attracting or expanding targeted industry sectors, it will result in:

- Continuously high retail tax bills which impede growth and investment
- Possible loss of county social services as the county budget tightens
- Continued loss of skilled workers to other areas with primary/base jobs

Strategic Goal 1: Marketing Strategy

- Pinal County will enhance its economic presence on a global, national and regional scale by:
 - Continuing annual membership in the Sun Corridor partnership
 - Continuing to update and enhance the county economic development website to increase viewership by 10% annually
- Seek co-advertisement opportunities with the Arizona Commerce Authority, Maricopa and Pima Counties.
- Strive to participate in state and regional economic development activities.

Strategic Goal 2: Primary Job Creation

- Pinal County will focus efforts to retain and attract primary job creation by:
 - Continuously developing strategies that increase opportunities to attract industrial, health services, rail services, transportation and logistics, and aerospace and defense sectors
 - Implementing a County-wide Strategic Economic Plan.
 - Working in conjunction with all local, regional and state EDO's to enhance the County's economic development placement in the state and western U.S.
 - Creating a business friendly climate within the County itself by eliminating or mitigating unnecessary internal roadblocks.

Strategic Goal 3: Workforce Development (long term)

- Pinal County will develop a viable, available, skilled workforce so that the County can compete at a regional, state, and national level for primary job creating businesses by:
 - Working with the local school districts and state colleges and universities to develop the correct curriculum to compliment the job sectors the County is trying to attract.
 - Working with the Arizona Commerce Authority to secure federal and state job training grants
 - Developing the County's own Workforce Investment Board to secure federal grants for education, programs, etc.

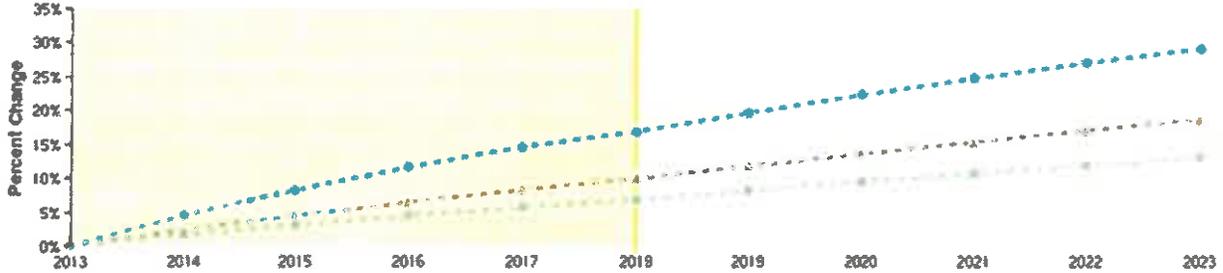
Gila County

Due to its varied geographic features and the existing development patterns, Gila County can be divided into distinct geographic regions, each having a unique workforce identity. Southern Gila County (extending south from Globe and Miami to the Hayden/Winkelman area), has an economy and culture rooted in copper mining. The eastern region (comprising portions of the San Carlos and Fort Apache Indian Reservations) contains the San Carlos Apache Gold Casino and Globe-San Carlos Airport. Central Gila County (including the Tonto Basin), has seen solid growth anchored by accessibility and proximity to Phoenix and Lake Roosevelt. Northern Gila County, which includes Payson, Pine, and Strawberry, has seen a steady rise in population as local economies have shifted from mining and timber to tourism, health care, information, and retail. The area has also reaped the benefits of state improvements made to major highway corridors and recreation infrastructure, enhancing the overall attractiveness of the County's northern region as a destination for both seasonal visitors and year-round residents.

One reason Gila County has been able to weather recent economic uncertainty has been its industry diversification. Because the County is characterized by a diverse mix of industries, it appears less vulnerable to changes in any one industry sector. (Source: Payson 2013/14 Business Plan)

Projected Trends:

Gila/Pinal Job Numbers versus State and National Projections. Economic Modeling Specialist International (EMSI) has projected a gradual increase in jobs for the Gila/Pinal LWIA at a rate faster than the State and the U.S. (See the following table.).

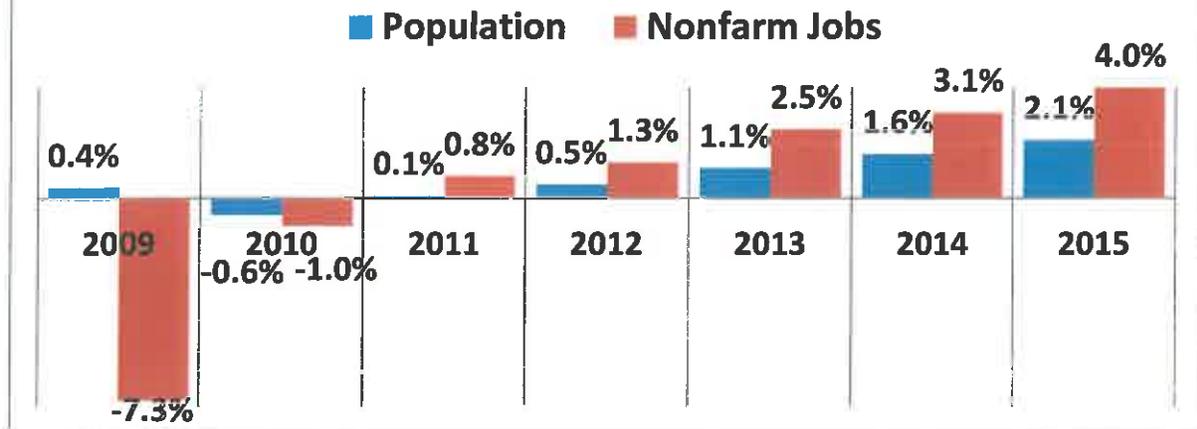


Region	2013 Jobs	2018 Jobs	% Change
A Pinal-Gila	103,814	121,300	16.8%
B Nation	182,432,348	194,763,145	6.8%
C State	3,395,115	3,732,426	9.9%

- By 2015, the University of Arizona Economic and Business Research Center predicts that the population in Arizona will increase 2.1% a year and jobs will be increasing at 4.0% a year (See table below.).
- By 2018, EMSI projects there will be 121,300 people employed in the Gila/Pinal Workforce Investment Area, a 16.8% increase from 2013.

Population & Nonfarm Jobs - Annual Growth Rate State of Arizona, 2009 to 2015

Source: University of Arizona Economic & Business Research Center



Skill Gaps and Assessments

Skill gaps are a complex issue. Among the causes noted from day-to-day staff interactions with job seekers and employers are the following:

- **Not enough of the right graduates.** For in-demand jobs in sectors such as health care, computer science, advanced manufacturing, and aerospace, there simply aren't enough people being trained.
- **Poor yields from automated job match programs.** Some employers fill job ads with a long list of ideal requirements most applicants won't meet, resulting in low match rates and few qualified candidates.
- **Reluctance to provide training.** Many employers would prefer that job seekers and employees either have or will fund their own training, but this is increasingly unrealistic given the cost of trainings not leveraged by employer help. Additionally, the LWIA has limited funds for training and at times must rely on short-term training programs that may or may not provide the level of knowledge and skills each employer demands.
- **The growing need for soft skills.** New graduates, while tech-savvy, lack basic writing, speaking, interpersonal, and other critical soft skills essential to everyday on-the-job interactions.
- **Issues specific to older versus younger job seekers.** Young job seekers may have credentials, but are not necessarily experienced. Many older job seekers have transferable rather than precise skills and are often reluctant to enroll in training to obtain new skills, particularly if this means they may have to help fund their own training.
- **Special Populations.** People with disabilities, long-term unemployed, people with prior legal offenses, and some veterans often have few skills and/or fewer years of formal education than other jobseekers.

Gila/Pinal Economic Regions and Areas of Greatest Industry and Job Growth Potential:

- Copper Corridor (Globe, Miami, Superior, Kearny, Winkelman, Hayden and Mammoth) – Government, Mining, Health Care and Retail
- Northern Gila County (Payson, Star Valley, Strawberry and Pine) – Government, Retail, Healthcare, Hospitality and Real Estate
- Central Pinal County (Florence, Coolidge, Eloy, Arizona City and Casa Grande) – Majority of residents work in Pinal County; Government, Retail Trade, Administrative and Support, Health Care, Manufacturing, Transportation, and Wholesale Trade.

(Source: Central Arizona Governments, October 2013)

2. An assessment of the workforce skills and knowledge individuals need to find current and future employment in the local area, particularly those skills and knowledge identified by employers as necessary for economic growth in the Local Workforce Area.

In-depth staff interviews with clients, as well as basic skills testing (through TABE or other assessments) help to facilitate initial determinations regarding workforce skills, as well as employment barriers and employment goals. More formal on-line, self-directed assessment tools (e.g. O*Net Career Exploration Tools, Skills Profiler, Employability Check-up, etc.) available through the U.S. Department of Labor – Employment and Training Administration, are also utilized to measure clients’ suitability for open positions within targeted industry sectors. Finally, training programs (including degree programs, specialized certificate programs, apprenticeships, internships, etc.) for positions identified as best suited for each client are identified and, based on funding availability, may result in a client’s enrollment into training aligned with a sector-driven occupational area.

The Gila/Pinal LWIA is cognizant of the need for a more proactive, industry-targeted approach to workforce skills assessment, as well as the need to more actively engage employers in the process. Going forward, the LWIA will use the DOLETA- sanctioned “Career Pathways Toolkit” as a framework for beginning to develop a successful assessment system that (1) builds cross-agency partnerships and clarifies each partner’s role in the workforce system; (2) views area employers as the keystone to a successful assessment strategy; (3) engages career and technical educators in developing relevant training programs; (4) identifies additional funding sources to build upon successful career placement and employment retention; (5) aligns policies with a flexible, forward-thinking assessment process; and (6) creates specific performance indicators and benchmarks against which success can be measured.

An important first step in building employer relationships in the Gila/Pinal LWIA is already in process. An Employer Needs Survey, conducted by the LWIA’s business services staff, is being populated which describes business needs, barriers, and challenges businesses face in accessing the workforce system.

3. A description of the characteristics and employment-related needs of the Local Workforce Area's population, and diverse sub-populations, including those from racial, ethnic, linguistic groups, older persons, and individuals with disabilities.

The following pages contain data that may provide some insight into industry sectors employing the greatest number of individuals throughout the LWIA, based on employment numbers during the first three months of 2014:

INDUSTRY SECTOR	DATE RECORDED		GILA COUNTY
Total Nonfarm Payroll Employment	2014	January	14,250
Private Sector	2014	January	9,075
Goods-Producing Industries	2014	January	2,700
Service-Providing Industries	2014	January	11,550
Private Service Providing	2014	January	6,375
Trade, Transportation and Utilities	2014	January	2,275
Government	2014	January	5,175
Federal Government	2014	January	400
State and Local Government	2014	January	4,775
Total Nonfarm Payroll Employment	2014	February	14,225
Private Sector	2014	February	9,075
Goods-Producing Industries	2014	February	2,700
Service-Providing Industries	2014	February	11,525
Private Service Providing	2014	February	6,375
Trade, Transportation and Utilities	2014	February	2,275
Government	2014	February	5,150
Federal Government	2014	February	400
State and Local Government	2014	February	4,750
Total Nonfarm Payroll Employment	2014	March	14,225
Private Sector	2014	March	9,150
Goods-Producing Industries	2014	March	2,675
Service-Providing Industries	2014	March	11,550
Private Service Providing	2014	March	6,475
Trade, Transportation and Utilities	2014	March	2,300
Government	2014	March	5,075
Federal Government	2014	March	425
State and Local Government	2014	March	4,650

(Source: Arizona Office of Employment and Population Statistics, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics, <http://azstats.gov/ces-data-query-tool/>)

INDUSTRY SECTOR	DATE RECORDED		PINAL COUNTY
Total Nonfarm Payroll Employment	2014	January	55,100
Private Sector	2014	January	35,925
Goods-Producing Industries	2014	January	6,575
Service-Providing Industries	2014	January	48,525
Private Service Providing	2014	January	29,350
Manufacturing	2014	January	3,275
Trade, Transportation and Utilities	2014	January	8,900
Information	2014	January	650
Financial Activities	2014	January	1,300
Professional and Business Services	2014	January	5,350
Education and health services	2014	January	5,775
Leisure and Hospitality	2014	January	4,875
Other Services (except Public Administration)	2014	January	2,500
Government	2014	January	19,175
Federal Government	2014	January	1,700
State and Local Government	2014	January	17,475
Total Nonfarm Payroll Employment	2014	February	56,350
Private Sector	2014	February	36,500
Goods-Producing Industries	2014	February	6,600
Service-Providing Industries	2014	February	49,750
Private Service Providing	2014	February	29,900
Manufacturing	2014	February	3,275
Trade, Transportation and Utilities	2014	February	8,875
Information	2014	February	650
Financial Activities	2014	February	1,300
Professional and Business Services	2014	February	5,375
Education and health services	2014	February	5,875
Leisure and Hospitality	2014	February	5,300
Other Services (except Public Administration)	2014	February	2,525
Government	2014	February	19,850
Federal Government	2014	February	1,700
State and Local Government	2014	February	18,150
Total Nonfarm Payroll Employment	2014	March	56,450
Private Sector	2014	March	36,475
Goods-Producing Industries	2014	March	6,600
Service-Providing Industries	2014	March	49,850
Private Service Providing	2014	March	29,875
Manufacturing	2014	March	3,300
Trade, Transportation and Utilities	2014	March	8,875
Information	2014	March	625
Financial Activities	2014	March	1,300

Professional and Business Service	2014	March	5,325
Education and health services	2014	March	5,875
Leisure and Hospitality	2014	March	5,325
Other Services (except Public Administration)	2014	March	2,550
Government	2014	March	19,975
Federal Government	2014	March	1,700
State and Local Government	2014	March	18,275

(Source: Arizona Office of Employment and Population Statistics, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics, <http://azstats.gov/ces-data-query-tool/>)

WARN notices issued between January 2012 and April 2014, each triggered by a layoff of 50 persons or more in the Gila/Pinal LWIA, are indicative of industry declines that may have a significant impact on certain industries in the area. These layoffs account for a minimum of 300 individuals who joined the ranks of the area’s unemployed in the last two years. The list of WARN notices below was published by ArizonaJobConnection.gov at https://www.azjobconnection.gov/ada/mn_warn_dsp.cfm?securitysys=on&FormID=0&rand=457203:

Albertson's Store #968 (Grocery)	Casa Grande
Cementation (Mining)	Sandy
Hostess Brand, Inc. (Commercial Baking)	Payson
Hostess Brands, Inc. (Commercial Baking)	Casa Grande
Hostess Brands, Inc. (Commercial Baking)	Globe
SSI (Survey Sampling International)	Shelton

PROFILE OF LOCAL AREA GENERAL POPULATION AND WORKFORCE

Some of the state-level data suggests a correlation between the state and the local sub-population characteristics pertaining to employment.

Attainment by Disability – Data is insufficient at the local level to accurately determine the degree to which individuals with disabilities are underserved in the region. However, 11.8% of Arizona residents with disabilities are employed in the occupation group, *Production, Transportation and Material Moving*, compared to 16.3% of the national population, suggesting this sector may attract more disabled individuals than other industry sectors.

Educational Attainment – For the population over 24 years of age, educational attainment is very similar for Gila County, Pinal County, Arizona and the United States. In the population from 18

to 24 years of age, however, Gila and Pinal County residents' educational levels are considerably lower than Arizona and the U.S.

Population 18 – 24 Years				
Education Level	US	AZ	Gila	Pinal
Less than HS Graduate	16.7%	20.8%	29.7%	31.5%
Bachelor's Degree or Higher	9.3%	6.8%	2.0%	3.6%

- In the population from 25 years of age and over, education attainment in Gila and Pinal County is lower than that for Arizona and the US.

Population 25 Years and Over				
Education Level	US	AZ	Gila	Pinal
Less than HS Graduate	6.1%	6.6%	5.1%	6.0%
Bachelor's Degree or Higher	17.7%	16.8%	9.4%	12.2%

- Earnings by Gender – For the population 25 years and older, Gila County residents have a lower median earning than US, AZ or Pinal County residents. Females are lower in all groups, but lower still in Gila County.

All residents 25 years or older	US	US	AZ	AZ	Gila	Gila	Pinal	Pinal
	Male	Female	Male	Female	Male	Female	Male	Female
	41,661	29,422	39,873	29,589	33,693	23,817	40,663	29,397

- Transportation – The Gila Pinal Workforce Region covers approximately the same square miles as the state of Maryland, yet there are very few public transportation options. Gila and Eastern Pinal County populations are clustered in regions that are very far from other economies and commutes tend to be shorter in these areas. In Western Pinal County, many residents are commuting out of the county or to other communities in the region. The average commute is quite a bit longer than the state and federal average, and is one of the biggest challenges to the region. Coolidge receives an ADOT grant that connects the Coolidge, Florence and Casa Grande areas.

Mean travel time to work	US	AZ	Gila	Pinal
	25.4 minutes	24.7 minutes	19.3 minutes	32.1 minutes

- Older Persons – The employment status of the population over 65 has some variations across the comparison groups. An estimated 15.8% of the U.S. population over 65 is still in the workforce. In the State of Arizona, 13.8% of those over 65 are still working, and the percentages for Pinal County and Gila County are 11.2% and 10.3% respectively. It may look like these numbers only vary slightly, but the difference between the percentage in the workforce between the U.S. and the local region is significant. The economy relies on serving part-time and full-time retired residents, but when a larger percentage of the senior population is retired, capital is not reinvested and there is a shortage of workers that have the most experience working in and managing businesses.

In Labor Force	US	AZ	Gila	Pinal
	15.8%	13.8%	10.3%	11.2%

- Race and Ethnicity – While Gila County is much like the United States in general, Pinal County resembles the State of Arizona as far as the percentage of individuals who are of Hispanic or Latino origin. Both have English as a second language issues as well.

Hispanic or Latino Origin	US	AZ	Gila	Pinal
	16.1%	29.4%	17.8%	28.8%

Additional information for this section is also provided in **Appendix C** of this Business Plan.

4. Based on the assessments above, an analysis of the skill and education gaps for all individuals within the Local Workforce Area, particularly for those individuals targeted by the programs included in the Local Workforce Area’s Business Plan.

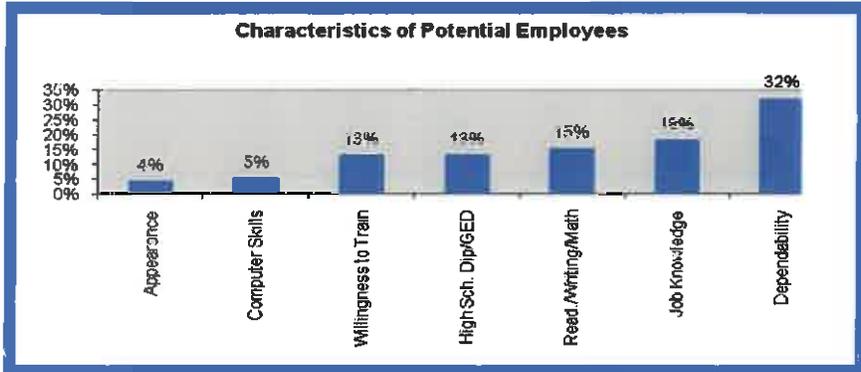
Skill and education gaps for Gila and Pinal counties are lower percentage-wise than the State of Arizona and the U.S.

The Gila/Pinal Workforce Investment Board believes that the primary customer of the workforce development system is the employer. As such, significant efforts are made to ensure that the needs of the primary customer are understood and addressed. Understanding and addressing these needs is critical to the success of the Gila/Pinal Workforce Investment Area.

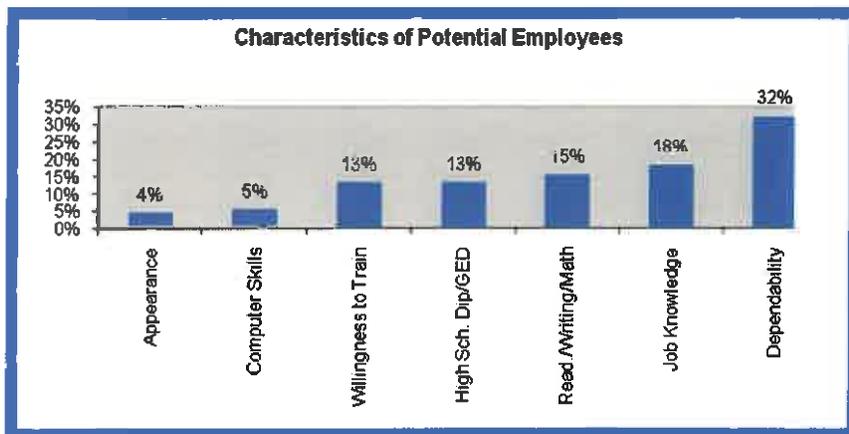
A survey is being developed to gain knowledge of business needs, barriers and challenges businesses face in accessing the workforce system, as well as challenges faced by employees to become self-sufficient. Preparing job seekers with exactly what local employers need means sharing up-to-date and reliable information about the county’s labor market with businesses,

education and training providers, community and government leaders, as well as other system stakeholders. Providing this data ensures that more informed decisions can be made about staffing strategies, educational programs and curricula, workforce policy and client career choices. The following charts represent results of a 2007 Gila/Pinal WIA employment study concerning the desired “Characteristics of Potential Employees”:

Pinal County



Gila County



5. An analysis of the challenges associated with the Local Workforce Area’s population attaining the education, skills, and training needed to obtain employment.

Transportation - In the previous section, transportation was identified as an area of need that has to be considered by the Gila Pinal Workforce Investment Region. This is also true when it comes to the education and training needs of the population. Many in the region do not have access to reliable public transit or private transportation. This is a systemic issue that needs to be addressed.

Distance and Remote Locations - Distances between population centers within the region means some residents do not have the same educational opportunities available to them as others.

The breadth of programs is limited in the more remote areas of the two-county service area because of distances and lack of access to trained professionals. One way to mitigate this education and training gap is to take advantage of on-line and interactive options. Care has to be taken to ensure these opportunities are available to all sub-populations.

Developmental Needs – Central Arizona College reports, based on COMPASS placement tests, that 92.4% of incoming students require remedial assistance in Algebra; 82.6% require remedial assistance in Pre-Algebra; 33.8% require remedial assistance in reading; and 45.0% require remedial assistance in writing (CAC Fact Book 2012-13). This ill-preparedness puts an extra burden on workforce investment programs in the following ways:

- Youth providers are compelled to offer developmental classes with increasing frequency, or risk lowering performance outcomes.
- Adult and DW programs must also place greater emphasis on intensive service activities (e.g. GED, ELL, etc.), since employers expect proficiency in basic reading, writing, and math skills as a prerequisite to hiring.
- Transportation is an increasingly costly support service.
- The demand for technology-based assistance for all One-Stop customers is rising.

6. A discussion of the ability of Local Workforce Area Workforce programs to meet the skill needs of employers in the state and close any skill gaps.

Gila/Pinal Workforce Investment Area system's main focus is to help potentially any job seeker or employer. The first step in understanding clients are defining who lacks basic skills or skills to acquire employment. It is more challenging for these people to overcome skill gaps created by rapidly changing technology. Industries like medical, manufacturing and production will be increasingly creating additional skill gaps as well as information technology and communication.

The next step is to clearly identify all the skills required by an individual to carry out his or her duties. Next step is to identify the critical and core skills that are needed to carry out the duties effectively. Once the benchmark for these competencies have been established, the One-Stop can develop training resources such as workshops, colleges, technical schools for those necessary skills that require the most attention. This should result in the optimal use of resources in terms of improving overall performance.

The Workforce Investment Act Youth, Adult, and Dislocated Worker Program provide case management and part of the process of case management is to develop an Employment Plan with the participant. Identify the skill gaps through intensive services and training funding to close the skill gaps.

Sector Strategy with the various industries in Gila and Pinal County will identify the skill needs of the employer. The Business Service Team will assist with recruitment by assisting these individuals and provide candidates who have the skill set to match those employer needs.

Describe the criteria to be used by the Local Board, under 20 CFR 663.600, to determine whether funds allocated to a local area for adult employment and training activities under WIA sections 133(b)(2)(A) or (3) are limited, and the process by which any priority will be applied by the One-Stop operator.

The Workforce Investment Act under 134(d)(4)(E) states that in the event that funds allocated to a local area for adult employment and training activities are limited, priority for intensive and training services funded with Title IB adult funds must be given to recipients of public assistance and other low-income individuals in the local area. In the federal regulations 20 CFR 663.600, the U.S. Department of Labor (DOL) further specifies that funding is generally limited and therefore directs states and local areas to assure that low-income adults receive priority unless the availability of other funds can be demonstrated.

The Gila/Pinal Workforce Investment Board directs that funds allocated to the area for adult employment and training activities are limited. Gila/Pinal has established a process that gives priority for services to the recipients of public assistance, other low income individuals and those who meet the eligibility requirements of a dislocated worker or displaced homemaker. In order to identify those individuals who are eligible for and in need of intensive and training services, the following factors are taken into consideration:

- Ability to benefit
- Suitability for high demand occupations in targeted industry sectors
- Customer knowledge, skills, interests, and work experience upon registration for One-Stop system services
- Need for supportive services in addition to employment

Special coordination is required between the One-Stop Operators and ADES Employment Services, ADES Family Assistance Administration, ADES Rehabilitation Services Administration, and local community-based organizations to ensure an adequate flow of qualified and appropriate referrals for the most-in-need clients. Utilizing the inter-agency communications system established through the local “network” agencies, providers coordinate referral of eligible participants to the local One-Stop Centers.

For adult services, the most-in-need include public assistance recipients, high school dropouts, single parents, and homeless. For the dislocated worker program, occupational and on-the-job training funds will be expended for customers who are high school dropouts, and then for customers who are high school graduates and with some college, excluding college graduates. In addition, customers will be served based on priority of need as follows:

- Rapid Response
- Veterans and Spouses of Veterans
- Laid off
- Displaced Homemaker
- Self-Employed

What changes are anticipated in the regional economy and local workforce that will have workforce development implications?

Urbanization – Continued expansion into suburban Phoenix and Tucson. New bedroom communities (i.e. new construction) that develop their own economies after their populations grow to support a broad mix of businesses (e.g. retail, healthcare, education, professional services, etc.).

PhoenixMart - Located in the City of Casa Grande, Arizona, PhoenixMart, covering more than 550 acres of commercial and residential development, is the first regional sourcing center in the Western Hemisphere. This unique commerce design provides tenants with a singular distribution point that connects worldwide buyers to the greatest selection of goods from all 50 states, complimented by NAFTA and other major international brands. During the construction and upon completion of PhoenixMart, this comprehensive economic development project is expected to generate more than 7,000 new jobs for the State of Arizona and an estimated 3,000 direct jobs for the region in wholesale, retail, and distribution.

Dairy Production and Processing – Two new dairy production facilities have been built in Western Pinal County that process dairy products into Greek yogurt and cream cheese and an existing facility produces sour cream. It is anticipated that there will be 200 - 400 new jobs in the industry in the next two years.

Apache Gold Casino – Copper Corridor, southwest corner of San Carlos Apache Tribe that is actually closer to residents of Northern Tucson than the casino in Pima County. With its state-of-the-art amenities, the new Casino is expected to employ 300 people by 2014, particularly in retail and information technology.

What industries are Growing? Declining?

- Distribution Centers – Growing in both Gila and Pinal Counties
- Dairies – Growing in Pinal County
- Healthcare – Growing in all economic regions
- Mining/Advanced Mining – Currently growing, but cycles with copper pricing
- Construction – Declined based on the industry’s peak level in 2005, but has experienced some recent growth.

Identify existing and/or emerging industry sectors in which the local area will focus its workforce efforts. Identify those that are statewide chosen sectors as outlined in the State Plan.

- Currently in State Plan - Healthcare
- ACA and DES facilitated strategy not yet in State Plan - Manufacturing
- Emerging – Mining, Regional Sourcing (PhoenixMart), and Hospitality

Transportation	Manufacturing
Health Services	Mining
Aerospace	Ranching
Bio-agriculture	Recreation
Renewable/Green Technologies	Tourism

Using the most current Labor Market Information provide the percent of jobs that exist in each sector in the local area and the number that are projected to exist in the next five years.

Gila/Pinal Jobs by Industry (March 2013):

NAICS	Industry	Jobs
11	Agriculture, Forestry, Fishing and Hunting	3,358
21	Mining, Quarrying, and Oil and Gas Extraction	3,537
22	Utilities	320
23	Construction	4,605
31	Manufacturing	4,918
42	Wholesale Trade	1,638
44	Retail Trade	10,793
48	Transportation and Warehousing	2,193
51	Information	980
52	Finance and Insurance	3,143
53	Real Estate , Rental, and Leasing	4,656
54	Professional, Scientific, and Technical Services	3,912
55	Management of Companies and Enterprises	62
56	Administrative and Support, Waste Management and Remediation	8,707
61	Educational Services (Private)	1,468
62	Health Care and Social Assistance	8,750
71	Arts, Entertainment, and Recreation	1,602
72	Accommodation and Food Services	6,673
81	Other Services (except Public Administration)	5,709
90	Government	26,746
99	Unclassified Industry	44

Gila/Pinal Job Growth Over 5 Years by Occupation

Occupation	Change in Jobs (2013 - 2018)
Retail Salespersons (41-2031)	569
Real Estate Sales Agents (41-9022)	421
Combined Food Preparation and Serving Workers Including Fast Food (35-3021)	363

Gila/Pinal Job Growth by Industry

Industry	Change in Jobs (2013 - 2018)
Local Government, Excluding Education and Hospitals	1,611
Elementary and Secondary Schools (Local Government)	995
Facilities Support Services	897

Identify the level of educational attainment needed for the sectors selected and the recognized credentials that can be expected to be attained.

Healthcare	CNA, LPN, RN,
Manufacturing	OSHA, Apprenticeship, Certification
Mining	MSHA, Apprenticeship, Certification

Identify the resources available for training in the workforce development area, including primary and secondary education systems, colleges, adult workforce centers, private training providers, local one-stop centers, etc.

Listed below are the resources available for training in Gila and Pinal Counties:

Gila County – Primary Schools

- Globe Unified School District
- Hayden-Winkelman Unified School District
- Miami Unified School District
- Payson Unified School District
- Pine-Strawberry Elementary District

- Tonto Basin Elementary District
- Young Elementary District

Gila County – Secondary Schools

- Cobre Valley Institute of Technology (CVIT)
- Globe High School
- Hayden-Winkelman High School
- Miami High School
- Payson High School

Gila County – Charter Schools

- Destiny School, Inc.
- Liberty High School
- Payson Center for Success
- The Shelby School
- Globe Education Center
- Payson Education Center

Pinal County – Primary Schools

- Apache Junction Unified School District
- Casa Grande Elementary District
- Coolidge Unified District
- Eloy Elementary District
- Florence Unified School District
- J. O. Combs Unified School District
- Mammoth-San Manuel Unified District
- Maricopa Unified School District
- Mary C. O’Brien Accommodation District
- Oracle Elementary District
- Picacho Elementary District
- Ray Unified District
- Red Rock Elementary District
- Santa Cruz School District
- Stanfield Elementary District
- Superior Unified School District
- Toltec Elementary District
- CVIT – Superior High School

Pinal County – Charters

- Akimel O’Otham Pee Posh Charter School, Inc.
- American Charter Schools Foundation
- Athlos Traditional Academy
- Casa Verde High School
- Eduprize Schools

- Graysmark Schools Corporation
- Leading Edge Academy Maricopa
- Legacy Traditional Charter School
- Pinnacle Education
- Sierra Oaks School
- Toltec District Charter Schools
- Imagine Prep

Pinal County – Secondary Schools

- Casa Grande Union High School
- Central Arizona Valley Institute of Technology (CAVIT)
- Coolidge High School
- Combs High School
- Desert Winds High School
- Eloy High School
- Florence High School
- Maricopa High School
- San Manuel High School
- Poston Butte High School
- Ray High School
- San Tan Foothills High School
- Superior High School
- Vista Grande High School

Universities/Community Colleges/Other

- Northern Arizona University
- Central Arizona College
- Gila Community College (Eastern Arizona College)
- PPEP
- Goodwill
- SCSEP (Senior Program)

G.1 Waivers

Describe how state approved waivers will be used by the Local Workforce Area’s delivery of services including methods of evaluation of effectiveness of the waivers.

The Gila/Pinal Workforce Investment Area will utilize the following state-approved waivers:

- **Adult-Dislocated Worker Funds Transfer**
Gila/Pinal shall monitor the Adult and Dislocated Worker Programs quarterly to see if training demand has increased for each program. By transferring funds, the local area can continue to ensure a more effective delivery of WIA services.

- **Competitive Procurement for Youth Program Elements**
The Gila/Pinal Workforce Investment Area uses the Request for Proposal process to procure Youth Program services every three years. By procuring these services, the local area can maximize quality training opportunities, identify eligible providers, and award contracts based on the recommendation of the Youth Council.
- **Program Performance and Cost Waiver for Eligible Training Providers**
The local area shall work with the state and providers to ensure an understanding of how to gather and report performance outcomes based on established policies and procedures.
- **Common Measures**
The Gila/Pinal Workforce Investment Area shall negotiate with the state every year for performance goals under the Common Measures. Programs will be monitored quarterly for progress and technical assistance will be provided as needed.
- **Incentive Funds**
The Gila/Pinal Workforce Investment Area, if qualified for incentive funds, shall utilize the waiver to provide the WIA required activities. Monitoring of funds shall be conducted quarterly.

H. Integrated Service Delivery

Reference: Service Integration Policy; One-Stop Delivery System Policy; One-Stop Certification Policy; Adult and Dislocated Worker Policy

The Workforce Arizona Council policy will require three (3) Functional Teams in Comprehensive One-Stop Centers:

Welcome Team that greets and directs customers, conducts a triage assessment, collects registration information, and refers internally or externally for assistance. (Entry, Resource Room):

The Gila/Pinal LWIA is re-focusing staff on integrated, seamless services for each customer, rather than viewing services as “silos.” A monthly One-Stop partner meeting has been re-established involving Employment Services; Veterans Services; WIA Youth, Adult, and Dislocated Worker programs; and PPEP. Staff representing each partner alternately serves as Welcome Team members to conduct triage and direct customers to the appropriate mix of services based on their needs, interests, and level of job-readiness. A monthly schedule is set up to allow for the sharing of these responsibilities among team partners. There is flexibility for partners to coordinate their duties, which consist of the following:

- Orienting each new customer to the facility and outlining One Stop services upon the customer’s first visit
- Conducting a front-end triage assessment focused on getting an initial sense of the customer’s present circumstances and immediate objectives for coming to the One Stop.
- Building rapport, collecting registration information, ensuring confidentiality, and determining service eligibility
- Directing the customer through the appropriate route (i.e. other functional teams) that fits the needs identified while remaining a source of motivation and empowerment for the customer

The goal of the Welcome Team is to engage each customer, ensuring their return to participate in further job search and skills development services as needed. The Welcome Team accomplishes these tasks through small group, instructor-led orientation sessions where customers are encouraged to speak openly about their reasons for seeking One-Stop assistance and the goals they wish to achieve.

Skills and Career Development Team that performs skills analysis, facilitates assessment and testing, identifies support needs, provides career guidance, arranges for soft skills training, and refers to program-specific occupational training. (Resource Room, Case Management, Pre-Employment Training):

The goal of the Gila/Pinal Skills and Career Development Team is to transform the One-Stop system from an informational to an assessment and skills identification system. At this service level, the team provides customers access to both preliminary and in-depth assessment tools to bring about a greater awareness of their basic aptitudes (e.g. TABE for math, English, and

reading level determinations), as well as occupational skills and work interests. Additionally, this service level focuses on identifying individual barriers that may affect a customer's ability to seek self-sufficient employment or complete training leading to self-sufficiency.

Basic education needs such as GED, ELL, personal computer, and advanced job search techniques are essential service offerings, along with supportive services/referrals which may involve transportation, food, housing, etc. Customers attend scheduled small-group sessions or individual, one-on-one 'coaching' sessions with staff. The client flow chart illustrates the manner in which customers navigate the Gila/Pinal workforce system (Appendix D).

Business Services Team that provides services to job-ready customers and to employers including job clubs, facilitating on-the-job training arrangements, job development, business development, job matching and customized recruitment efforts:

The Gila/Pinal LWIA does not have the resources to hire several business services representatives needed to adequately cover the rural and urban areas in each county. A newly hired business services representative assigned to Gila County means one such representative is now at work in each county. The two representatives have significant responsibilities. They are expected to develop and maintain relationships with local business owners by helping them locate resources to expand their workforce, as well as their business opportunities. They are expected to maintain a database of information on area employers so that coordination with Welcome Team and Skills and Career Development Team members will result in a match of the right job seekers for the right employers. They are expected to serve as a job development resource for all One-Stop system partners, by understanding the general skill mix of customers, and marketing that skill mix to employers throughout the region. Finally, they are charged with encouraging employers, regardless of their business size, to not only use the One-Stop's job posting service, but to use the office space to conduct applicant interviews, job fairs, and assessments, and utilize One-Stop staff who may provide valuable technical assistance regarding employers' hiring and retention efforts. The employer flow chart illustrates the manner in which customers navigate the Gila/Pinal workforce system (Appendix D).

H.1 Workforce Area Program Alignment

Describe the nature of the business conducted in the one-stop centers and include the Local Workforce Investment Board's vision, mission and core values. This portion of the Local Area Business Plan must describe the LWIB's strategic vision for the LWIA's economy and overarching goals for the LWIA's workforce system. This vision should provide the strategic direction for the LWIA workforce system and guide investments in workforce preparation, skill development, education and training, and major initiatives supporting the State Integrated Workforce Plan.

The Local Area Business Plan also must specifically address the LWIB's vision for aligning efforts among workforce development partners to achieve accessible, seamless, integrated, and comprehensive service, and how programs and activities described in the plan will support the LWIA's economic development needs and the employment and training needs of all working-age youth and adults in the service delivery area.

The *mission* of the Gila/Pinal LWIB is to act as a catalyst for change, utilizing community resources and building effective partnerships to improve the vitality of the economy, the quality of the workforce, and the strength of the business community through economic development, education and employment opportunities. The board's *vision* centers on continuous improvement through deepening its understanding of the workforce needs of business and industry; strategic targeting of available resources throughout the local area; and leveraging those resources - both public and private – for their best and highest use toward advancements in workforce development.

It is a fundamental belief of the Gila/Pinal LWIB that a comprehensive workforce development system must be available to all who would seek system services, and that the board is responsible for guiding the vision of this system. This vision centers on two overarching goals and the tasks to be completed to achieve these goals:

1. Employers must be viewed as the LWIA's greatest asset. Therefore, a service model centered on their needs must include, at a minimum:
 - A single point of contact' for business customers
 - Clear and easily accessible information for business customers about the services offered to them
 - Specific requirements for timely responses to employer questions and requests additional information.
 - A proactive approach to business services focused on outreach through participation in chamber events, economic development summits, industry conferences, and similar activities that give workforce development a place at the table when plans for growth are being formulated.
2. The 'gap' must be narrowed between the demands of system job seekers and identification of resources to meet those demands within the local workforce area.
 - Board members will renew their collective commitment to engaging a broader circle of influence across political boundaries to establish direct linkages with new workforce stakeholders.
 - A culture of capacity building will be instituted throughout the Gila/Pinal workforce system, requiring every partner agency's active participation in an asset mapping process to continually expand the mix of services.
 - An ambitious search for technology alternatives is necessary to ensure access to the One-Stop system for a broader spectrum of customers, particularly those without the resources to access services in person.

As Gila and Pinal Counties engage in exploratory processes to re-align with other, existing LWIA's in Arizona, current board members understand their collective responsibilities to bring greater effectiveness to the workforce development systems with which they will be aligned. This process will call for extensive relationship building among partner agencies and sitting board members in all affected LWIA's.

Describe how subject matter experts for each funding source will be identified.

The process of identifying subject matter experts (SME's) begins internally with a review of qualifications among personnel already associated with One-Stop system partner agencies. Tenure and a consistently high level of performance are most important in determining whether or not an individual can perform the job duties required by a funding source, including the performance objectives associated with the funding. If an SME is not identified internally, then Gila/Pinal turns to referrals from its partner network, establishing a list of people who may possess the necessary knowledge, skills, and experience for the position to be filled. If this process doesn't yield the SME, then Gila/Pinal approaches outside organizations such as other workforce development systems, trade associations, or other professional organizations for their recommendations.

SME's in management positions are relied upon to assess staffing needs within their individual areas of responsibility and develop a hiring process that ensures new staff are the right fit for the Gila/Pinal workforce system. Right fit goes beyond knowledge and proven performance. It also means new staff must be good team players, decision makers, and problem solvers whose interactions with all partners as well as customers are professional and in the best interest of the workforce system as a whole.

Describe how training and capacity building will enhance service delivery.

In order for customers to receive seamless services in a true One-Stop environment, it is imperative that all partners in the system understand each partner organization, their services and their goals. Cross-training, coupled with customer service training will be provided to all partners, coordinated by the Site Managers. Training will be conducted quarterly at a minimum at All Staff meetings and within individual partner agencies at regular monthly meetings. Staff will also be completing core competencies training approved by the Workforce Arizona Council, consisting of annual refreshers related to policies and customer service as outlined in State Policy #04-2013.

Having surveyed staff trainings in core competencies currently being offered in other LWIA's around the country, some do address customer service in detail and can be replicated in Gila/Pinal. The customer service module offered by the Northern Virginia WIB is one of 13 integrated into a workforce professional certification system that both Gila and Pinal are investigating and may eventually adopt *once LWIA re-alignments are formalized*. The customer service module contains the following elements:

MODULE	INDICATOR	LEVEL	
		BASELINE	SPECIALIST
Customer Service	Understands who are the principle customers of the workforce development system. Is able to identify their needs and expectations and what constitutes positive customer satisfaction. Agrees with the overriding principle of excellent service every time to every customer.	Define the difference between an internal and external customer, and can list them.	Utilize the identification of internal and external customers in setting daily priorities to respond to needs.

The Workforce³One web site at <https://www.workforce3one.org/page/webinars> also provides substantive webinars on customer service and a wealth of other trainings, which can be viewed as individual staff schedules dictate. Since policy updates are very specific to each state, Gila/Pinal will defer to the Workforce Arizona Council to determine what policies to address and when.

The Gila/Pinal LWIB understands that as gatekeepers of new guiding principles and processes for the workforce system, members need to be engaged in core competency trainings. Therefore, the board does foresee accessing these trainings periodically along with all One-Stop partner staff.

Describe how the Site Manager will be determined for each comprehensive center and the roles and responsibilities of the Site Manager.

As recently as April 17, 2014, the LWIB approved co-management of the comprehensive One-Stop sites in Globe and Casa Grande by WIA and Wagner Peyser senior staff. This new staffing configuration will be in place by June 30, 2014. These Site Managers will be responsible for oversight of the day-to-day operations of the comprehensive One-Stops. Their specific duties include, but are not limited to the following:

- Developing staffing plans that provide adequate coverage at all times
- Ensuring all staff adhere to One-Stop policies and procedures
- Training staff on compliance with emergency procedures
- Training staff on the handling of customer complaints and unusual incidents
- Coordinating workforce staff meetings which include monthly partner meetings
- Developing and implementing plans, programs, and procedures that enhance operational efficiency
- Coordinating office recruiting, job fairs, and hiring events
- Developing and coordinating training, recruitment, and job placement resources, procedures, and materials

- Coordinating One-Stop training to include cross training of staff.
- Coordinating the tracking and monitoring of all visitors to One-Stop Centers
- Coordinating scheduling of conference rooms, interview rooms, and resource rooms for partners, employers, and the community.
- Scheduling and conducting tours of the facility
- Evaluating One-Stop effectiveness and recommending improvements.
- Ensures all staff is trained with respect to EEO and ADA compliant processes.

Provide information on staff job titles and roles and responsibilities.

WIA Program Manager

Oversees the planning, development and implementation of WIA Programs in Gila and Pinal Counties to enable adult, youth, and dislocated workers to obtain gainful employment in accordance with State and Federal guidelines and regulations, the Workforce Investment Board, and the Board of Supervisors' guidelines. Evaluates program needs and recommends appropriate actions. Develops and implements policies and procedures to carry out program according to the Workforce Investment Act, its regulations and guiding principles. Coordinates and manages activities required of the One-Stop Partners. Develops and implements program operating plans. Hires, supervises and monitors the performance of assigned personnel. Coordinates employee training. Ensures compliance with contractual requirements, departmental policy and procedure, and regulations governing community services activities. Provides technical guidance to staff as required. Administers program budgets. Monitors and controls expenditures. Monitors and evaluates the effectiveness of program services. Develops and implements a continuous improvement system for workforce programs. Provides technical program assistance to service providers. Coordinates the development and implementation of the Board's Two-Year Strategic Plan. Provides orientation and ongoing training of board members as required. Analyzes and prepares departmental/program reports. Develops and coordinates new job training programs. Coordinates special projects as required. Performs data input for all WIA documentation. Ensures documentation meets compliance requirements. Prepares program operating manual for service providers. Recruits board members from Gila and Pinal Counties. Schedules board meetings, prepares meeting agendas, and maintains meeting minutes.

Site Managers (Wagner Peyser Area Manager and WIA Program Manager)

Promotes workforce and career development through marketing and partnership with employers. Partners with local Chamber of Commerce to promote the Workforce Investment System and accomplish job training, recruitment and placement. Develops and maintains relationships with existing and potential business owners to promote economic development, workforce and employment opportunities, and to help meet the needs of businesses and potential employees. Develops and coordinates training, recruitment, and job placement resources, procedures and materials. Serves as Coordinator for the One-Stop Center. Coordinates One-Stop training to include cross training of staff. Coordinates development of common intake and orientation sessions and develops a One-Stop presentation. Conducts satisfaction surveys and interviews One-Stop customers for quality service. Tracks and monitors all visitors to One-Stop Centers. Coordinates scheduling of conference rooms, interview rooms, and resource rooms for the partners, employers, and the community. Schedules and conducts tours of the facility,

coordinates reception area to ensure quality client flow. Assists in overseeing the operation of assigned programs. Personnel in these positions are selected by the Gila/Pinal LWIB.

WIA Dislocated Worker Program - Career & Employment Specialist

Plans and implements orientation, eligibility and intake for Gila/Pinal WIA Title IB Dislocated Worker Program. Interviews, advises, and guides a diverse population of clients to ascertain employability. Interprets and explains regulations, rules, policies, and procedures to clients. May determine client eligibility for services. Ensures that applications and other forms are completed accurately and thoroughly. Assesses client's education, work experience, skills, abilities, qualifications, and job interests. Assesses client readiness for job referral, classroom training, on-the-job training, and/or support services. Attempts to match clients with available employment, training, or other opportunities/services. Analyzes information obtained from interviews, tests, and other sources to develop short- and long-term client goals. Develops and implements individual employment plans. Contacts public and private employers, community resources, local Department of Economic Security (DES) offices and other organizations in order to develop on-the-job training and/or direct job placement for clients. Maintains cooperative relationships with employers, academic and vocational training institutions, and support service and community resource agencies. Maintains an awareness of local job market and opportunities to assist in providing guidance to clients. May attend job fairs, conduct special workshops, presentations, group orientations, or perform other training and outreach activities. Monitors and evaluates clients' progress through program components. Monitors service providers through reports and site visits. Resolves any problems or provides guidance and counseling. May make phone calls or conduct field visits to investigate clients' progress in various programs designed to assist clients in preparing for and obtaining employment. Establishes and documents program participant eligibility. Provides ongoing case management for active clients. Coordinates support services including gas vouchers, vehicle maintenance, and local/state support services. Assists clients with unemployment insurance and identifying/contacting training institutions. Responds to public inquiries via telephone and in person. Refers callers to appropriate programs or support providers/services. Provides assistance in Local Resource Center as required. Provides assistance with rapid response activities. Drafts and monitors local On-The-Job Training (OJT) agreements and individual training account vouchers for colleges and trade schools. Maintains monthly contact on site and/or via telephone with Tribal areas. Provides brochures and presentations for assigned areas. Prepares and submits reports in accordance with program reporting requirements. May conduct workshops regarding employment, resumes, applications, and interviewing.

WIA Dislocated Worker Program - MIS Specialist

Responsible for verifying and maintaining participant files and data in the state database. Performs quality control audits to ensure accuracy, completeness, or proper usage of program funds and data. Prepares MIS procedures manuals to assist employment specialists to operate more efficiently and effectively in capturing data. Compiles, sorts and verifies the accuracy of data before it is entered. Compares data with source documents. Stores completed documents in appropriate locations. Locates and corrects data entry errors, or report them to Career & Employment Specialists and Program Manager. Maintains spreadsheets of activities and completed work. Generates data queries based on validation checks or errors and omissions identified during data entry to resolve identified problems. Designs forms for receiving,

processing, or tracking data. Processes data including receipt, entry verification, or filing of information. Monitors work productivity or quality to ensure compliance with state and federal regulations. Prepares status reports by collecting, analyzing, and summarizing information and trends. Develops and implements records management for filing, protection, and retrieval of records and assures compliance with program policies. Reviews forms and reports and confers with program manager and case managers about format, distribution, and purpose, and identifies problems and improvements. Designs, evaluates, and recommends changes to the MIS process.

CAG – Adult Program – WIA Program Coordinator/Follow-Up Specialist

Responsible for training of WIA adult program staff and oversight of WIA adult program. Ensures compliance with federal/state program regulations at provider and administrative entity level. Negotiates performance based and fixed unit contracts for the Executive Director's signature. Responsible for the preparation and presentation of numerous reports. Attends meetings of the Workforce Investment Board and its sub-committees. Coordinates local job training activities with other related programs (i.e. social services, economic development). Acts as liaison between staff and educational institutions, related state agencies, federal agencies, CAG's elected officials, municipal staff, and citizen advisory groups. Develops and implements program budgets. Provides budget oversight to CAG for social service programs to ensure sufficient program funds are available to meet goals. Other duties to include special projects, grant writing, and designing of training programs related to WIA program needs. Responsible for setting an example for other CAG staff regarding CAG procedures as described in the Employee Manual. Provides quality assurance of client files by reviewing client files maintained by each case manager, as well as files entered into State's data collection program, AJC. Files will be selected at random and reviewed no less than four times per year. Works with Gila County staff regarding AJC issues and corrections. Prepares financial and program reports for submission to program director on a monthly basis. Ensures that Job Clubs and Youth Meetings are scheduled by staff on a monthly basis for Globe-Miami, Copper Basin area, Payson and Apache Junction. Works with staff, if necessary regarding topics or speakers and approves agendas. Maintains records and prepares One Stop Performance quarterly reports for submission to Program Director. Prepares bi-monthly financial draws to be submitted to CAG fiscal department. Assists staff with client recruitment efforts to ensure contract goals are met. Provides oversight of Globe office by ensuring office coverage and supervision of local staff. Approves and signs timesheets and leaves of absence requests from Globe area staff. Attends interagency meetings in local area to keep abreast of new programs and funding and promote WIA program. Reviews and approves all Individual Training Accounts and Letters for payment of tuition and books issued by the Globe Office. Reviews and approves all Work Experience positions and contracts issued by the Globe office. Maintains list of individuals interested in enrolling in WIA program; schedules orientation meetings; assists staff with recruitment efforts to ensure contract goals are met.

Responsible for providing follow-up services to all WIA clients who have been exited from the WIA active program to ensure employment, job retention, and wage gains. Maintains accurate and complete case notes to outline client progress and provides references for any staff who may be involved with case files. Maintains monthly and quarterly logs for verification that required contact and follow-up has been completed. Ensures accurate entry of data into State's data collection program. Provides information to clients to resolve problems, and motivates and

encourages clients. Provides information to clients regarding possible employment opportunities.

CAG – Adult Program – Case Manger II

In conjunction with the client, formulates an Individual Service Strategy (ISS) which identifies vocational goals, barriers to employment and supportive service needs. In cooperation with the client, determines appropriate course of action to overcome identified barriers and records information on the ISS. Meets with clients approximately every two weeks to assess ongoing training and/or supportive service needs. Reviews ISS on a regular basis to ensure continued progress in training or job search program. Maintains accurate and complete case notes to outline client progress and provide references for all staff involved with the client. Provides counseling to clients to furnish information, resolve problems, motivate and encourage the client. Assists Program Coordinator with supervision of Case Manager. Responsible for setting an example for other CAG staff regarding CAG procedures as described in employee manual. Coordinates with various public service agencies throughout the satellite office's area to establish effective networking linkages and to gather referral information necessary for clients. Prepares supportive service forms for approval by WIA Program Coordinator and reviews data submitted by Case Managers. Collects information necessary in the preparation of case files. Contacts clients to provide information regarding possible employment opportunities. Conducts workshops, orientations and youth meetings. Performs ongoing data entry into state's data collection program.

CAG – Adult Program – Case Manager

In conjunction with the client, formulates an Individual Service Strategy (ISS) which identifies vocational goals, barriers to employment and supportive service needs. In cooperation with the client, determines appropriate course of action to overcome identified barriers and records information on the ISS. Meets with clients approximately every two weeks to assess ongoing training and/or supportive service needs. Reviews ISS on a regular basis to ensure continued progress in training or job search program. Maintains accurate and complete case notes to outline client progress and to provide references for all staff involved with the client. Provides counseling to clients to furnish information, resolve problems, motivate and encourage the client. Coordinates with various public service agencies, throughout the satellite office area to establish effective networking linkages and to gather referral information necessary for clients. Prepares supportive service forms for approval by WIA Program Coordinator. Collects information necessary in the preparation of case files. Contacts clients to provide information regarding possible employment opportunities. Conducts workshops, orientations and youth meetings. Performs ongoing data entry into state's data collection program.

CAC – Youth Program – Coordinator II

Ensures youth program is in compliance with federal, state, and CAC policies, rules and regulations. Develops and coordinates program development activities. Maintains all required budget records and prepare required financial reports. Oversees and manages the grant budget. Ensures project meets the performance measures required by the funding agency. Supervises Case Management Specialists and maintains the required lines of authority and communication. Confers with case managers regarding training needs of clients. Formulates training policies, programs, and schedules, based on knowledge of identified training needs of clients.

Coordinates local job training activities with other related programs (e.g., social services, economic development programs). Collaborates with and assists CAC marketing staff with developing project marketing and promotional literature for distribution, such as press releases, articles, newsletters, brochures and flyers. Develops project evaluation. Creates and administers surveys and other instruments to assess project progress and outcomes. Maintains all required records, files, and databases. Completes required evaluative and progress reports.

CAC – Youth Program - Secretary

Performs the full-range of administrative support duties in the assigned department. Confers with supervisor to discuss work processes, plans, actions to be taken and appropriate work assignments/schedules for office, provide information, and receive instruction and guidance. Maintain supervisor and/or department calendar. Schedules appointments and meetings. Arranges travel and lodging support for division members when appropriate. Manages multiple priorities and tasks simultaneously and makes decisions according to established guidelines and procedures. Performs administrative support duties in support of the area assigned, including dictation and transcription, composing correspondence, collecting and compiling research information, prepares/processes reports and verifies accuracy as required. Maintains assigned annual budget using appropriate control mechanisms to ensure accuracy

Youth Program - Case Manager Specialist

Identifies youth participant issues and challenges that may impede progress and success through active interaction. Links participants with appropriate professionals and/or supporting resources as needed. Meets with designated clients on a regular basis to assess ongoing training and/or supportive service needs. Provides counseling to clients to furnish information, resolve problems, motivate, and encourage. Formulates Individual Service Strategy (ISS) that identifies vocational goals, barriers to employment and supportive service needs. Reviews ISS on a regular basis to ensure continued progress in training or job search program. Document the delivery of services, progress toward goals, and goal attainment through ISS development and revision, and case notes maintained online through the WIA Case Management System and the participants' hardcopy files. Facilitate study skills workshops and work readiness workshops. Organize other workshops as required. Maintain accurate and complete case notes to outline client progress and to provide reference for all staff involved with the client. Ensure participant eligibility using established requirements and procedures. Documents eligibility using required documentation protocol. Provides guidance and direction to the success coaches. Ensures success coaches maintain required contact with peers and documents meetings, issues, and challenges. Provides 12-month follow-up and retention activities to ensure youth are provided with the necessary support and services following program completion and transition to post-exit status. Works with participants to identify barriers prohibiting self-reliance and productive citizenship. Employs required retention/post-exit strategies. Maintains regular contact with participants, supervisors, and/or training/education providers to monitor the youths' status, identify and provide necessary supports, and intervene as needed. Perform scheduled contact attempts and the retrieval of current status back up documentation. Coordinates follow-up activities to enhance post-exit services, to increase retention-related performance.

Employment Services Area Manager

Manages and evaluates the daily activities of staff in an independent, full-service employment service office. Monitors productivity and procedures to ensure Employment Service program that includes Trade Adjustment Assistance (TAA), Reemployment Services Program (RSP), Employer Relations, and Migrant Seasonal Farm Worker (MSFW) program are initiated and operated in compliance with Department of Labor, State and Administration rules, laws, and regulations, and mandated goals. Responsible for the delivery of employment services to the public and business community within the Workforce Development System, One-Stop Career Centers. Recommends disciplinary personnel actions. Hires and trains staff. Authorizes payroll, time sheets, travel vouchers, leave and training requests. Conducts performance evaluations. Provides instructions and determines solutions in assigned program area. Provides technical assistance and direction based on research. Analyzes and interprets program rules and regulations. Resolves and reports complaints and/or issues from customers. Prepares reports and develops action plan to correct deficiencies. Maintains relationship with community resources to coordinate program services. Confers with program management officials. Travels to attend management meetings and training. Represents the Agency in a variety of meetings. Delivers program presentations to groups. Conducts special projects.

Employment Services Supervisor

Supervises and evaluates the daily activities of staff within the Employment Service office(s); responsible for meeting all program goals and objectives. Responsible for the delivery of employment services to the public and business community within the Workforce Development System/One-Stop Career Centers. Conducts outreach to educate the community on Employment Service. Promotes, markets and maintains positive relationships with One-Stop Career Center workforce partners, community organizations and other agency personnel. Develops and/or writes employer job orders in compliance with Federal and State rules and regulations. Assists employers with recruitment of qualified candidates to fill their job openings. Hosts on-site recruitment, job fairs and other hiring events. Develops and conducts employment-related workshops.

Monitors processes and procedures to ensure all programs are initiated and operated in compliance with the Department of Labor, State and Administration rules, laws and regulations. Responsible for personnel actions. Provides technical assistance and direction based on research, analysis and interpretation of program rules and regulations. Resolves and reports complaints and/or issues from customers. Prepares reports and develops action plans to correct deficiencies as needed. Attends meetings and trainings. Delivers presentations and may be assigned to special programs.

Business Services Liaison

Develops and markets business assistance programs. Establishes partnerships with the business community and community-based organizations. Serves as a liaison for the LWIA by providing information about the workforce system, trends, market changes and initiatives related to the One-Stop Center. Attends networking functions in the LWIA that includes community, county, Chamber of Commerce, and economic development to provide employer awareness to the business community.

Local Veteran’s Employment Representative (LVER) Supervisor

Responsible for administering and training office staff on veterans programs. Ensures veterans receive priority of service over non-veterans. Complies with federal and state rules and regulations pertaining to veteran programs. Provides job development for all veterans that are job ready. Conducts outreach services to organizations to promote hiring of veterans. Maintains contact with Federal job programs and other entry level employment programs for targeted groups. Markets and promotes Work Opportunity Tax Credit to employers. Coordinates veteran referrals for job training to WIA staff and develops and conducts employment-related workshops. Supervises Disabled Veterans Outreach Program Representatives and/or Veteran Work Study participants.

Disabled Veterans Outreach Program (DVOP) Case Manager

Responsible for administering veterans’ programs in the local office. Provides a one-on-one assessment for all veteran applicants entering the One-Stop to assess skills, knowledge and abilities, work history and interests while maintaining client confidentiality. Makes appropriate referrals to job openings. Refers veterans to supportive services. Ensures veterans receive priority of service over non-veterans. Complies with federal and state rules and regulations pertaining to veterans programs. Develops employer relations program to secure job placements for veterans. Visits veterans organizations to provide outreach to veterans in need of services. Develops and conducts employment-related workshops.

Employment Specialists (Program Service Evaluator) -

Provides a wide range of staff-assisted employment services to job seekers and the business community which includes one-on-one interviewing market information, resume assistance, develop an individual employment plan, job development, job matching and placement assistance. Makes referrals to employer openings and training opportunities. Conducts employment-related workshops; delivers program presentations at orientations. Resolves customer issues/complaints.

Assists employers by writing job orders. Assists employers with recruitment of qualified candidates to fill their job openings and hosts on-site recruitment, job fairs and other hiring events.

Migrant Seasonal Farmworker Outreach (MSFW) Worker

Responsible for providing services to Migrant and Seasonal Farmworkers (MSFW) and employers with agricultural employment.

Ensures MSFWs are aware of other DES services available, as well as Community Based Organizations concerned with the welfare of MSFWs. Provides information relative to the Employment Services complaint system and actions he/she may take with regard to violations. Must be bilingual English/Spanish to communicate with the MSFW population.

Writes employer job orders. Assists employers with recruitment of qualified candidates to fill their job openings. Conducts follow-ups to verify and document referral results on the automated data base system. Provides Labor Market Information Delivers program presentations at orientations. Resolves customer issues and complaints. Responds to customer inquiries and

explains program services; prepares and submits program related activity reports to supervisor. Conducts housing inspections and prevailing wage/practice surveys as required for the H-2A Program. Provides customer service to job seekers and the business community. Maintains positive working relationships with One-Stop Career Center Workforce partners, community organizations and other agency personnel. Provides daily, weekly, and monthly reports to management concerning activities. Reports any violations concerning the treatment of farm workers to the appropriate enforcement agencies.

Describe the local approach to ensuring cross-training exists as needed for functionally aligned services including staff development and capacity building to ensure staff working with customers have the skills and knowledge needed to provide exemplary customer service.

All staff will be required to attend cross training involving each partner program in the One-Stop Centers. In addition to cross training, staff receives updates on state and federal policies affecting One-Stop operations and ongoing training in customer service. A Comprehensive One-Stop Information Guide has been developed and is utilized for each site in Gila and Pinal Counties. This Guide provides detailed information on all partner programs including eligibility, services offered, and contractual arrangements with all partners. Cross training is held at quarterly All Staff meetings and monthly partner meetings, which are coordinated by Site Managers. Researching Workforce³one and reviewing training models utilized by other LWIA's has yielded quality examples of cross-training workshops, as well as other special topics like customer service. The next All Staff meeting is scheduled for July 1, 2014, but the date may change in light of the LWIA re-alignment processes currently taking place.

Describe reward and recognition strategies for staff and partners.

Gila/Pinal recognizes staff and partner performance. A "You Shine Award" is given periodically to staff whose efforts go beyond their normal work scope prompted by acknowledgements from management, stakeholders, and/or One-Stop customers. At the quarterly All Staff meeting and the WIB's Annual Meeting, staff, customers, or other stakeholders who have brought value-added efficiencies, an enhanced service mix, county-wide recognition, etc. to the Gila/Pinal workforce area are honored accordingly.

Provide the staffing plan for each center along with functional alignment roles and responsibilities and protocols.

The staffing plan specific to functional teams within the Gila/Pinal Comprehensive One-Stop Centers was addressed in some detail at the beginning of this section, which describes the rotating system among partners to facilitate seamless delivery of services in all functional areas. Staff representing each partner alternately serves as ***Welcome Team and Skill and Career Development Team*** members to conduct triage and direct customers to the appropriate mix of services based on their needs, interests, and level of job-readiness. ***Business Service representatives*** are in the field a great deal, interacting with employers to bring awareness of system services, identify employer needs, and advocate for job seekers. Therefore, their participation as part of the customer triage process is more limited.

Additional details about the staffing of the three functional teams are as follows:

Welcome Team Functions

Workforce staff located in the centers is cross-trained on program services and rotated according to a specific schedule.

- Customers new to the Centers have the opportunity to evaluate the services needed and to sit in on an orientation regarding the services available in the facility. Orientation may be accomplished in small group or one-on-one sessions, or through PowerPoint presentations presented via television monitor in the One-Stop lobbies.
- Conduct an initial assessment to determine what services are needed.
- Check the Arizona Job Connection (AJC) to see if the customer is a member.
- Route the customer to the resource room. Make appropriate referrals to other community services (e.g. youth services if applicable) as identified in the assessment.

Skill and Career Development Team Functions

Resource Room staff will provide services as determined by the needs of the client, and may include the following:

- Assist job seekers with the completion or updating of their VIP membership in the AJC system, identifying each person as a member of the workforce system.
- Provide a one-on-one session to identify core services for job seekers who need the extra assistance for their job search.
- Complete a job match and make appropriate referrals to employers.
- Complete a job development contact if there are no appropriate referrals for the job-seeker.
- Make appropriate referrals to workforce partners for education/training opportunities.
- If applicable, conduct Re-employment Extended Unemployment Claimants' (UI claimants) orientation and complete appropriate services/referrals.
- Conduct Re-employment Service Program (Unemployment Insurance Claimants) orientations and complete appropriate services/referrals

Intensive case management services are provided by the appropriate partner and will consist of the following:

- Assist with providing skills and interest testing through O'NET and other assessment tools.
- Provide case management intensive services as determined by eligibility criteria.

Business Service Team Function

Workforce system staff including Wagner-Peyser Employment Services, Veterans Services, WIA, and PPEP are involved in business services coordinated throughout the local area to ensure quality service is provided to businesses. Two full time Business Service Representatives oversee the Business Service Center and are responsible for making available the following business services:

- Assistance with developing and writing job orders in the Arizona Job Connection
- Conduct resume search for immediate referral to job openings
- Schedule outreach activities to employer sites

- Organize job fairs, in-office recruitments and specialized hiring events.
- Attend community meetings as appropriate.
- Coordinate and facilitate job clubs and job search workshops.
- Attend Business Service team meetings as scheduled.
- Facilitate meetings between workforce staff and employers.

Describe supervision of each center. Local Workforce Area one-stop operators will be required to present a plan of how each will address formal and functional supervision that does not violate any merit staff requirements, but provides a customer-focused service delivery methodology.

From a functional perspective, Site Managers oversee day-to-day operations, developing staff schedules so that offices are properly staffed by appropriate partner agencies. They supervise on-site staff regardless of funding stream, assign tasks, support customer needs, and resolve a steady stream of issues. From a more formal perspective, site managers ensure the One-Stop Centers comply with the business plan and remain an efficient, effective delivery system of workforce services. They play an integral role in collaborating with the LWIB so that all decisions are made in the best interest of the LWIA and in compliance with local, state, and federal policies. They monitor operations within a common framework of integrated service delivery, and ensure all system and program performance measures are met or exceeded. They are an integral presence within the One-Stop system.

Describe how the required teams (Welcome, Skills and Career Development, and Business Services) will be configured within each comprehensive center.

- The Welcome Team consists of a receptionist and the assigned workforce center staff as scheduled.
- The Skills and Career Development Team consists of most workforce center staff as assigned for a given timeframe, who are responsible for provision of assessments and specialized job search and training needs.
- The Business Services Team consists of local area workforce staff whose key role is to conduct outreach to the business community and provide services to new and existing employers through the Arizona Workforce Connection.

Open, consistent communication processes among Welcome, Skills and Career Development, and Business Services team members ensures the integrity of a seamless integrated system. The goal is to have staff affiliate with a functional team rather than a program. The goal is realistic, but long-term at this point, and likely not to occur given the two counties' expected move away from their current collaboration by July 1, 2015. Currently, the workforce system in Gila/Pinal can be characterized as one with limited integration where partners share some customer information across programs, maintain some cross-program communication, and align policies between two primary workforce programs – Wagner-Peyser/Employment Services and WIA Title IB Programs.

Provide a customer flow chart for job seekers and employers for each comprehensive center.

Client and Employer Flow Chart is attached in Appendix D.

Provide a plan on how the Local Workforce Area will move toward a single point of contact for a business customer and provide a tiered approach to recruitment, screening, assessment and referral that meets the needs and expectations of its business customers.

The Local Workforce Area will have a business service center at each comprehensive One-Stop in Gila and Pinal for business customers that will include a generic email address as well as a dedicated phone number that can be called to reach a Gila/Pinal Business Service Team representative. The Business Services representatives are part of a larger team including representatives from Employment Services, Veterans Services, Dislocated Worker/ Adult/Youth Programs. Business customers will be able to work with team members through the 'single point of contact' e-mail address and phone number to have their needs addressed. The single point of contact for the LWIA will help business customers get through the system effectively and efficiently by being served by business subject matter experts.

The Business Services Team will make available the following services through the single point of contact approach:

- Job fairs
- Specialized recruitments
- Rapid Response
- Recruitment services
- Training Programs
- On-the-Job Training
- Tax credit information
- Labor market information
- Special population recruitment assistance

Employer accounts will be categorized using a tiered approach based on each employer's use of the Arizona Workforce Connection system, and is scheduled for implementation July 1, 2014. The employer tiers are as follows:

- **Platinum Level** – frequent use of services throughout the year determined by three or more services per quarter
- **Gold Level** – frequent use of service that include two services per quarter
- **Silver Level** – use of the service that includes one service per quarter
- **Bronze Level** – use of services one per year

The goal of the Business Services Team is to increase the levels of service. As business outreach expands and the employer database is populated, Gila/Pinal fully expects employers to increase their utilization of the One-Stop system and move up in the levels noted previously.

The Business Service Team will gather information on each employer's approach to recruitment and applicant screening, so the team can match qualified candidates to the appropriate job opportunities.

If applicable, describe how the Local Workforce Area will use the Rubrics process to assess and teach the soft skills employers are looking for when hiring quality talent.

The Gila/Pinal LWIA has not developed and is not employing the Rubrics process for teaching soft skills. Currently, the LWIA assesses soft skills using skills and interest inventories traditionally available on-line through Workforce³One, DOLETA, and the Arizona Department of Education to identify gaps in soft skill competencies. With this information, staff works to identify resources that will address these gaps. Among such sources are remedial secondary or post-secondary classes; counseling; group discussions, team building exercises, and role playing with other clients; and referrals to other agencies specializing in the support needed (e.g. mental health evaluations).

Describe how job seekers, youth, and employers will be provided an orientation to the workforce system and the local access points.

Gila/Pinal follows a universal strategy to help ensure individual customers are able to make informed choices and take full advantage of the services and supports provided by the One-Stop system. Orientations are an important part of the strategy, since they offer the first impression of a system to which many customers may be unfamiliar. Orientations in the comprehensive One-Stops for job seekers and youth generally begin with Welcome Team staffs who guide customers through the physical layout of the facility's front end. Customers are made aware of the office equipment, as well as the on-line job search tools (e.g. AZJobConnection, LMI, resume design) at their disposal, and are assured that staff will be on hand to explain the why's and the how's of using these tools. Staff also has an opportunity to interact informally with customers and often learn of employment challenges or other personal concerns for which customers are seeking assistance. A lobby waiting area allows customers to view a slide presentation via television monitor about the One-Stop as well. Small group orientations (often conducted by Access Point staff) are also scheduled regularly throughout each week, offering customers greater detail on the additional services and support available through the One-Stop system, including reasonable accommodations (e.g. limited English or disability). Informational packets explaining service flow help customers discern what happens next when help beyond orientation is necessary.

For employer customers, system orientations generally take place at the employer's place of business and are facilitated by a Business Services Team member. In advance of the orientation, the team member will have researched information about the business customer including the type and level of business activity, number of employees, degree of recent success, and jobs to be filled among other things. Employers are informed about the array of services available to them, from job postings assistance to employee retention services.

Describe each level of service, core/intensive/training, and the specific steps describing the activities and services available under each, who will qualify for each and how screening will occur to ensure suitability and eligibility for each. Break out services by adult, dislocated worker and youth.

The One-Stop System provides direct access to core services by different partners and linkages to intensive and training services. Customers can access local labor market information, making informed choices as they prepare for a first job, change careers, or transition into new areas.

Core, Intensive and Training services are provided through Comprehensive One-Stop Centers or through affiliated sites or access points. Core services can be a self-service or staff assisted service, intensive services are provided to individuals unable to find work through core services, and training services are available to employed and unemployed adult and dislocated workers who have met the eligibility criteria for intensive services, who have received one intensive service, and who are unable to obtain or retain employment through those services.

Services to employers offer unified general services throughout all One-Stop locations to meet individual employer needs, provide assistance from knowledgeable staff, offer labor market information, and provide access to partner services and resources.

The Gila/Pinal Workforce Investment Area's strategy for an integrated delivery system begins with effective partnerships and communications with WIA and Non-WIA partners. Job seekers through a Comprehensive One Stop Center may access self-assisted services. All job seekers are required to complete an AJC Registration. Job seekers may self-register or receive staff assistance with the registration process. They may begin to utilize resources immediately or sign up for group orientation and workshops. Job seekers are provided a menu of services available through comprehensive, affiliate, and access sites.

Job seekers at time of registration may be referred to one or more One-Stop partner services. All job seekers accessing services funded by WIA Title IB will be assigned to a Career and Employment Specialist (CES)/Case Manager (CM) to begin the enrollment process by enrolling in a core service. The CES/CM will administer an initial assessment to determine if individual would benefit from WIA programs. Once this determination is made, the CES/CM will schedule the individual for initial intake and eligibility. Intensive services are available to eligible adult and dislocated workers who have completed at least one core service and are unable to obtain employment through core services, and determined in need of additional services to obtain or retain employment leading to self-sufficiency.

Customers who meet the eligibility requirements and are in need of training will have participated in a series of assessments to determine basic educational levels (i.e. TABE), as well as other assessments such as the World of Works Inventory to identify their interests, preferred work environments, communications skills, etc. This information is then used to begin selecting a training program or activity from the Eligible Training Provider List or other sources (e.g. work experience, OJT, apprenticeship) that seems to best fit the customer's needs. A request for training is submitted with required documentation for approval to WIA Program Manager. If ETPL training is approved, an Individual Training Account (ITA) is completed and forwarded to

the eligible training provider authorizing the individual to begin training. Placement in other long-term (1+ years) and short-term (less than 1 year) trainings are handled on a case by case basis.

Employers can access a menu of services through the Comprehensive One Stop Center. Services may include posting of job openings, labor market information, and recruitment of prospective employees by searching through resumes posted in AJC or can request staff initiated job candidate referrals. Workshops and assistance with applicant recruitment and screening are available at no cost to the employer.

Customers will have choices in the manner in which they access services and in the services themselves, based on their individual needs and preferences. A multitude of career, skill, employment, and training information is at their disposal through the One-Stop system.

Adult and Dislocated Workers

The One-Stop System provides an integrated approach to the provision of services. Through the enhanced coordination and linkages between One-Stop Partners, information on adult and dislocated worker program services is made accessible to customers in Gila and Pinal Counties.

The One-Stop System principles are universal access, empowering individuals, streamlining services, State and local flexibility, increased accountability, strong role for LWIB's and private sector, and improved youth programs. The One-Stop System can provide a map to services available, coordinate services to develop skills of job seekers, enable employer needs to be communicated.

Core services will be available universally and will not require an eligibility determination. The core services applicable in any One-Stop Partner program include the following:

- outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop System
- initial assessment of skill levels, aptitudes, abilities, and supportive needs
- job search and placement assistance, and where appropriate, career counseling
- information on employment statistics and job information
- performance information on eligible providers of training services
- information on local area performance
- information to assist in filing UI claims
- assistance in establishing eligibility for financial assistance for training and education programs
- follow-up services including counseling for individuals placed into unsubsidized employment for at least 12 months following placement.

All customers, including those with special needs and barriers to employment, will have access to a core set of services at all One-Stops in the Gila/Pinal system designed to inform customers' career and labor market decisions. Intensive services are available at multiple locations, and training and supportive services are accessible by initiating transactions at the comprehensive One-Stop level.

Individuals unable to obtain employment through core services and employed individuals who need services to obtain or retain employment which leads to self-sufficiency are eligible for WIA Intensive Services. The individuals must receive at least one core service.

Intensive services will be provided to those WIA adults and dislocated workers who have been determined by staff to be in need of more intensive services, in order to obtain and retain employment that leads to self-sufficiency.

WIA Intensive services include:

- individual counseling
- group counseling
- comprehensive assessment
- development of individual employment plan
- adult education
- pre-vocational services
- internships
- work experience
- work readiness
- case management
- supportive services

WIA funding for training is limited to participants who:

- are unable to obtain grant assistance from other sources to pay the cost of the training
- or
- require assistance beyond what is available under grant assistance from other sources to pay the costs of such training

Service providers must coordinate training funds available and must consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIA funds supplement other sources of training grants.

The One-Stop System is the basic delivery system for adult and dislocated worker services. Through the One-Stop System, adults and dislocated workers in need of training will be provided an Individual Training Account and access to lists of eligible providers of training. The mode of delivering training services must provide maximum customer choice in the selection of the training provider.

Individual Training Accounts allow customers to choose the provider of training service based on the specific information listed by the provider. Each One-Stop office must make available to customers the State List of Eligible Providers through the Arizona Job Connection website.

Funding depends on the needs of the participants; however, funding also depends on the amount allocated for each participant. Length of training will be determined by WIA staff on a case by case basis. Upon receipt of funding allocations, the LWIB may establish limits on ITA's such as limitations on the dollar amount and/or durations of training. Training services will be directly

linked to occupations in-demand in the local area, or in another area to which the adult or dislocated worker receiving such services is willing to relocate.

Youth

The Gila/Pinal Workforce Investment Board is committed to helping economically disadvantaged youth ages 14 through 21 complete high school, access jobs and higher education opportunities, and gain the skills needed to progress into well-paying careers. The WIB is also dedicated to providing youth development services for older youth who have graduated from high school, but are skills deficient, unemployed or underemployed. The WIB seeks partnerships with organizations and agencies that can demonstrate a measurable impact on youth by building a network that helps Gila/Pinal youth succeed in school, at work, and as members and leaders of their communities.

Youth development principles are woven throughout the Workforce Investment Act and guide the WIB's approach to administering WIA youth programs. Youth providers incorporate youth development strategies and principles into programs that support high school completion, skill acquisition, gainful employment and productive citizenship for young people.

Youth providers identify effective approaches to provision of comprehensive services that include collaborations and partnerships among youth services agencies and relevant partners. Effective partnerships and collaborations include strategies that link community colleges and other vocational training programs to businesses and industry partners to prepare and place youth in career path programs.

Since all youth served with WIA funds have barriers, joint collaboration with other youth providers in the community is imperative. This, in conjunction with leveraged resources for supportive services and quality case management should result in successful outcomes.

Stronger partnership is needed to engage and retain "hard-to-serve-youth". Partnerships with all youth agencies need to be cultivated to provide all youth the potential to become self-sufficient.

The following barriers need to be addressed:

- individuals who are school dropouts
- individuals who are basic skills deficient
- individuals with education attainment that is one or more grade levels below the grade level appropriate to the age of the individuals
- individuals who are pregnant or parenting
- individuals with disabilities, including learning disabilities
- individuals who are homeless or runaway youth
- individuals who are offenders.

Youth Providers offer comprehensive services which:

- improve academic achievement for youth, including youth who are basic skills deficient.
- prepare youth for success in employment (work-readiness).

- expose youth to careers in identified industry clusters and foster awareness of career pathway opportunities (e.g. workshops, guest speakers, job shadowing, tours, vocational training and referrals, and other related activities).
- provide youth with relevant work experience/internship opportunities.
- provide youth with skills necessary to job search and assistance with job placement; and
- ensure necessary supportive services for youth to achieve successful outcomes.

Include a comprehensive menu of partner services available as described in the One-Stop Certification Process Policy.

The Gila/Pinal Workforce Investment Area through the One-Stop System provides a full range of services through designated One-Stop partners. Gila/Pinal strives to provide services to customers that are unified in their approach and also serve to produce quality outcomes from the workforce development experience. The One-Stop Centers provide all customers access to workforce and labor market information to make informed decisions, utilize self-help and customer assisted services and provide access to partner services and resources.

The following services are offered at the Comprehensive One-Stop Centers in Gila and Pinal County:

- 1. Triage and Initial Assessment** – to identify whether the individual is in crisis, has basic needs, or is ready to work and/or get on a path toward a career.
- 2. Core Services Without Significant Staff Involvement**
 - Resource Room
 - Job Match
 - Job Search
 - Labor Market Information
 - Standardized Skills Assessment
 - Jobseeker Workshops (Self-Directed/Computer-Based Opportunities, Group Workshops)
 - Follow-up Contact After Job Placement
- 3. Core Services With Significant Staff Involvement**
 - Resource Room
 - Job Match
 - Job Search
 - Staff-Administered and Interpreted Skills Assessment
 - Job Referral when combined with Staff Help in Decision Making Process
 - Scheduling Appointments with appropriate Community Based Organizations
- 4. Intensive Services**
 - Individual Employment Plan
 - Case Management
 - Structured Job Search
 - Staff-Administered Skills Development Strategies
 - Career Planning
 - Research on Training Options
 - Pre-Employment Workshops

- Group Counseling
- Short-Term Pre-Vocational Services such as Adult Basic Education, English as a Second Language, Basic Computer Literacy, Interviewing Skills, Soft Skills.

5. Training Services

- Occupational Training is funding through individual training accounts (ITA's)
- On-the-Job Training
- Programs that Combine Workplace Training with Related Instructions
- Skill Upgrading and Retraining
- Adult Education and Literacy Activities when Integrated with Other Training Services
- Customized Training
- Registered Apprenticeship Programs

H.2 Business Services

Describe the role and responsibilities of the Business Service Representatives in the Local Workforce Area. Include active local business partnerships and how collaborations between the Local Workforce Area and Employment Service Staff will be synthesized to coordinate business and employer services.

The primary role of the Business Service Representative is to market the Gila/Pinal services to businesses and connect employers with qualified workers. Gila/Pinal's vision is to provide seamless employer services that are locally industry driven, and create a single point of contact for businesses in need of workforce development services.

Two Business Service Representatives are dedicated full time to coordinate One-Stop services to employers and job seekers. One Business Service Representative is from Employment Services and the other from WIA.

The expertise of Employment Services, Veterans Services, and Workforce Development within the local area has provided the opportunity to do some targeted outreach with businesses. The Business Services Representatives coordinate their outreach activities and include the development of jobs for veterans, dislocated workers and other job seekers entering the One-Stop system throughout the local area.

The Business Service Representatives are identifying and developing relationships with the different Economic Development organizations, Chambers of Commerce, and other community programs throughout the local area to ensure that Arizona Workforce Connection (AWC) services are recognized and utilized by businesses. The Workforce staff already attends and present at different community and business events regarding the services available through the AWC.

Workforce staff makes presentations to new employers coming to the area as well as existing employers and coordinate job fairs, special recruitments and event presentations. Future plans include the continued practice of Chamber Business before Hours, Chamber luncheons,

Economic Development quarterly meetings, and other city/county events that provide the opportunity to promote AWC to the business community.

Describe how the Local Workforce Area will coordinate efforts of the multiple programs included in the plan to meet the needs of business customers of the One-Stop system in an integrated fashion, such as hiring plans, training needs, skill development, or other identified needs. The Local Business Plan should also describe how the Local Workforce Area will use program funds to expand the participation of business in the local/regional workforce investment system.

The Business Services Team consists of One-Stop partners and community partners for the sole purpose of coordinating and promoting workforce activities to business customers throughout the local area. Team members will have extensive knowledge of each service to promote services in a seamless fashion.

To serve business customers effectively, the Business Services Team will need to ensure the following:

- Coordinate efforts between the partners for recruitment activities.
- Attend meetings that involve economic development, chamber activities and community college initiatives.
- Organize and participate in job fairs with community partners, community college sites, tribal areas and Veterans special activities.
- Conduct outreach activities with targeted employers as identified in the local area sector strategy plan.
- Analyze employer information that includes hiring trends, services provided, products, and use of the Arizona Workforce Connection services.
- Develop a business service tracking system that will store information on business customers in order to produce reports and outreach plans for the local area.
- Ensure availability of the team to assist business customers with workforce issues and the resolution of those issues
- Expand Veterans outreach to businesses in both counties.
- Promote On-the-Job Training, Work Experience, WOTC services.
- Create a database of employers and track frequency of contacts and varying needs of employers.

Describe how the Local Workforce Area will utilize on-the-job-training (OJTs) to engage businesses in WIA training and hiring of participants.

Business Services Representatives, as well as the entire Business Services Team will promote on-the-job training to those business customers who express an interest in partnering with the Arizona Workforce Connection. The win-win aspect of OJT's appeals to employers attracted by the prospect of subsidized training resulting in a job-ready employee already familiar with their business culture and trained in the specific skills they require. OJT's offer one of the best opportunities for leveraging WIA funds to accomplish long-term, self-sufficient employment.

Business Services Representatives and the Business Services Team will be proactive in seeking OJT's by providing information to employers on specific WIA participants whose training plan includes OJT funding.

H.3 Training Services (Adult and Dislocated Workers)

Describe local Individual Training Account (ITA) policy, including the current threshold for each ITA. Include procedures to ensure the exceptions to the use of ITA's, if any, are justified.

Gila/Pinal WIA funding for training is limited to participants who:

- are unable to obtain grant assistance from other sources to pay the cost of the training **or**
- require assistance beyond what is available under grant assistance from other sources to pay the costs of training.

Individual Training Accounts allow customers to choose the provider of training services based on their training goals. Each One-Stop office makes available to customers the State List of Eligible Providers (ETPL) through the AZJobConnection. ITAs are utilized only for training services in demand occupations as defined by the LWIB.

The funding threshold for training is on a case-by-case basis, and requires the selected training to be in a high demand industry sector. The associated program manager must approve the request for training funds.

ITAs are for those who cannot find employment through core and intensive services. The case manager and participant will develop a training plan linked to the local demand occupations and documented in the Individual Employment Plan. ITAs are used for participants in a certification or degree program. All ITAs must be approved by the Program Manager or Coordinator before the start date.

Describe the process for determining an approved level of Individual Training Accounts costs and the levels established by the local workforce board.

There is no board- approved level of ITA costs. The funding allotted for each Individual Training Account is set on a case by case basis. Funding depends on the customer's existing skill set and education, the time necessary to complete ITA-funded training, the customer's need for additional support, and the degree to which the customer desires to complete the training and enter the workforce and retain employment.

Describe measure to leverage resources to provide increased access to training opportunities.

Service providers must leverage training funds, considering the availability of Pell Grants and other funding sources (including the customer's own funds) to pay for training costs, so that WIA funds supplement other sources of training grants. If an individual is eligible for a Pell Grant, this tuition source pays first. An individual may enroll in WIA funded training while his or her Pell Grant application is being processed. The WIA program will fund the tuition costs

and agree to be reimbursed by the training provider. Other resources like PEPP are utilized to provide funding for training as well. Case managers generally determine the extent of other training resources to ensure WIA funds are expended for the best possible training outcome.

Describe how the Local Workforce Area will ensure that training providers consider the availability of other sources of grants to pay for training costs such as Welfare-to-Work, State-funded training funds, and Federal Pell Grants, so that WIA funds supplement other sources of training grants.

The Dislocated Worker, Adult, and Youth Program participants requesting training services are required to apply for a Pell Grant to pay for tuition. Participants are also required to submit the Pell Grant award or denial letter for each semester attending they attend WIA approved training. Participants must notify and submit documentation to their case manager if they are co-enrolled in any other program.

Describe the process for determining how training is approved or denied for each eligible participant.

The case manager identifies participants who have met the eligibility criteria for intensive services and, after an assessment and evaluation is conducted, the case manager will determine if training services are needed. Each training program must be in a demand occupation in the local area, and include a review of the state's high demand sectors as well. The training program must meet the priority of services criteria and match the career assessment outcomes, (World of Works Inventory) and be in a WIA approved program of study. If the participant is eligible for training services, the request is submitted to the Program Manager for approval or denial. If the local criterion is not met, the training will be denied and subject to revision and appeal. Workforce staff is knowledgeable of the training funds available, and area post-secondary schools (CAC, etc.) have someone to review trainings most suitable for WIA funding.

Describe the grievance policy established for participants denied requested training.

The Dislocated Worker, Adult, and Youth programs' grievance policy for participants denied training services is as following:

All participants receive and sign a complaint procedure at enrollment and they have the right to file a grievance in writing for denial of training services. The complaint is made to the case manager and must be submitted within thirty days of denial. The participants may appeal the case manager's decision to the Program Manager. The Program Manager will provide a written reason for denial and give the participant an opportunity to submit a revised training program. All decisions made by the Program Manager are final.

H.4 Training Services (Eligible Training Providers)

Describe how the Local Workforce Board will:

Accept applications for initial eligibility from certain postsecondary institutions and entities providing apprenticeship training

All training providers must register online at www.azjobconnection.gov (AJC) and have a Federal Employer Identification Number (FEIN). They must provide the following information in order to be considered for approval:

- Current license from appropriate Arizona licensing authority or Federal licensing authority
- Certificate of Liability Insurance, results from the latest financial audit, or a cover letter from the last financial review, and student grievance policy.

The LWIA ETPL reviewer (i.e. WIA Program Manager) then uses the ETPL checklist as a guide to ensure each institution has the appropriate credentials and has completed the online application on the AJC website. The LWIB reviews and approves the training program(s) submitted by the training provider in AJC, then submits the application to the state for final approval. The same process is utilized for specialized program such as apprenticeships.

If a training program is denied approval, the LWIB contacts the provider with the reason for denial and offers assistance to facilitate resubmittal of the application.

Carry out procedures prescribed by the State to assist in determining the initial eligibility of other providers;

The LWIB uses procedures set forth by the State in WIA Guidance Letter #02-13 (i.e. The Training Program Credential Checklist) when evaluating programs for inclusion in the ETPL. The LWIB relies on the WIA Program Manager to review and make recommendations to the Board regarding the approval or denial of providers and training program.

Carry out procedures prescribed by the State to assist in determining the subsequent eligibility of all providers;

Gila/Pinal adheres to state policies in determining the subsequent eligibility of all providers. WIA staff contact providers and offer guidance when examining the subsequent eligibility of all providers.

Compile a local list of eligible providers, collect the performance and cost information and any other required information relating to providers;

Gila/Pinal has not compiled a comprehensive list of eligible providers in the LWIA utilizing the Arizona Job Connection website. Going forward, the staff reviewer will develop this list of eligible providers, training programs, and cost data as required by state policy.

Consult with the designated State Administrative Agency in cases where termination of an eligible provider is contemplated because inaccurate information has been provided.

Guidance from the state ETPL Coordinator will be sought to ensure due process is followed in light of the possible exclusion of an eligible provider from the state eligible training provider list for a provider located in or offering courses in the Gila/Pinal LWIA.

I. Service Delivery to Target Populations

Reference: *One-Stop Delivery System Policy; One-Stop Certification Policy, Adult and Dislocated Worker Policy*

The LWIA Business Plan must describe how all the programs described in the plan will work together to ensure that customers who need a broad range of services receive them.

I.1 Priority of Service

In the event that adult funds are determined to be limited, the Local Workforce Board must have a priority of service policy in place. The policy, at a minimum, must grant priority to individuals who are receiving public assistance or are classified as “low income” in accordance with 20 CFR 663.600 (a). Veterans and covered entrants meeting low-income guidelines must receive priority of service.

Establishing a priority does not prohibit the Local Workforce Board from serving other eligible participants as well. Additional priorities may also be set for specific populations, such as individuals with significant barriers to employment. Information regarding priority of service must be outlined in the LWIA strategic plan.

One-Stop Centers throughout the Gila/Pinal LWIA strive to be effective delivery systems under the priority of service requirements already established in WIA and the Jobs for Veterans legislation. Regardless of funds availability, core services are available to all customers. With respect to intensive and training services, individuals on public assistance, other low-income individuals, veterans and their spouses who meet eligibility requirements receive preference as a matter of course.

Individuals receiving public assistance are identified through coordination with DES Family Assistance Administration and other low-income individuals are identified using 70% of the latest Lower Living Standard Income Level (LLSIL) thresholds based on family size, published annually in the Federal Register by the U.S. Department of Labor – Employment and Training Administration (For 2014, the thresholds are found in Federal Register/ Vol. 79, No. 59 dated Thursday, March 27, 2014.). One-Stop staff dedicated to veterans services assist with identification of eligible veterans and their spouses. In addition, the One-Stops post bulletins and brochures inside the centers and make partner agencies and the public aware of veterans’ service priority at internal meetings, as well as job fairs, community events, and other outreach efforts.

Limited funding becomes particularly important when priority customers are in need of training services. In these instances, the LWIA complies with both long established guidance and recent state updates specific to each priority customer group (e.g. WIA Guidance Letters 05-07 Change 2, 04-09 Change 1, 09-08, 01-13, 02-08 Change 3, and 07-05).

Describe how the LWIA will coordinate with workforce system partners to ensure job seekers receive a broad range of services for the following target populations:

Unemployment insurance claimants; long-term unemployed; underemployed; dislocated workers (including trade-impacted dislocated workers and displaced homemakers); low-income individuals (including recipients of public assistance); migrant and seasonal farmworkers; veterans; individuals with limited English proficiency; homeless individuals including veterans; ex-offenders; older workers; individuals training for nontraditional employment; and individuals with multiple challenges to employment.

The Workforce Investment Act emphasizes the importance of leveraging partnership resources to provide job seekers self-sufficient, sustainable careers. Toward this end, the Gila/Pinal One-Stop system's service coordination efforts include the following, which assists all target populations:

- Ensuring all system staff has access to information regarding each One-Stop partner and the services they provide. This includes periodic cross-training among partner staff.
- Using common triage, orientation, intake, and initial assessment processes shared among partners to raise awareness of job seeker needs most prevalent among this customer base.
- Employing on-line assistance (via web site) that creates more streamlined access to the mix of One-Stop services, as well as referrals to outside agencies to overcome the physical distances between physical One-Stop locations.
- Working with post-secondary education, vocational rehabilitation, employers, and other potential providers of training to supplement training funds provided by WIA Title IB funding streams.
- Building long-term relationships with numerous human service agencies outside of the One-Stop system's immediate network to help supplement the in-network service mix. These include community assistance programs offering rent and utility assistance; churches offering food, shelter, and cash assistance; adult centers offering low-cost or no-cost meals, etc.

Coordination specific to each target population is outlined below:

- A. **Unemployment insurance claimants.** Employment Service registration in AJC offers a full range of features and services to assist claimant's employment needs, researching the job market, analyzing career interests, etc. The AJC system also maintains a claimant's job-seeking information, such as career searches and occupations. Upon receipt of UI benefits, claimants are automatically subject to review by the AIRSNet profiling program. AIRSNet utilizes a statistical model and selection process to identify individuals with a greater probability to exhaust UI benefits prior to returning to the workforce.
- B. **Long-term unemployed.** The first step to serving the long-term unemployed is to determine the underlying reason(s) for their inability to find work. Do they know how to effectively job search? Do they have the soft and occupational skills needed to obtain employment? The Welcome Team triages and makes appropriate referrals to assist them in overcoming their barriers to employment.

- C. **Under-employed.** Serving under-employed individuals requires a strategy similar to serving the unemployed. Staff must determine the underlying reason(s) for their inability to find employment. Do they know how to effectively job search? The Welcome Team triages and makes appropriate referrals to assist them in overcoming barriers to employment.
- D. **Dislocated workers (including trade-impacted dislocated workers and displaced homemakers).** Coordination between the Dislocated Worker Program and the Trade Adjustment Act (TAA) provides integrated service delivery for co-enrolled participants. Guidelines were developed to ensure the availability of services to individuals affected by a layoff due to foreign competition. Eligibility is determined in the WIA Dislocated Worker program. WIA dollars are utilized first for each participant. Services are coordinated between WIA and TAA funding streams.
- E. **Low-income individuals (including recipients of public assistance).** Individuals receiving public assistance or are low-income will be given priority for services defined by the Priority of Services policy. The WIA Adult Program provides assistance to participants who meet the eligibility of low income. These participants routinely receive referrals to outside human service agencies.
- F. **Migrant and seasonal farmworkers.** This specific population receives all available core services in the Casa Grande One-Stop Center. The Migrant and Seasonal Farmworkers Program service representative is with DES Employment Services.
- G. **Veterans.** The One-Stop system provides services to Veterans and eligible spouses through coordination between the Welcome Team and Veterans representatives.
- H. **Individuals with limited English proficiency.** Persons with limited English proficiency may be a secondary school student, an adult, or out-of-school youth with limited ability to speak, read, write, or understand English and whose native language is not English. Clients are referred to local community college providers for English Language for Adult Acquisition (ELAA) studies. They are eligible for all One-Stop Career Center core services and consideration for intensive/ training services.
- I. **Homeless individuals including veterans.** Staff works closely with the homeless. These individuals are often referred to other agencies for additional support services. Veterans staff sponsors a yearly Veterans “Stand Down”, which is a one-day event to provide homeless veterans with clothing, food, dental assistance, employment referrals, and other assistance.
- J. **Ex-offenders.** Ex-offenders have access to all core services in the One-Stop Centers. Business Services reps routinely seek out employers who are willing to work with ex-offenders.
- K. **Older workers.** Gila/Pinal Older Worker services are managed by the Senior Community Service Employment Program (SCSEP).

- L. **Individuals training for nontraditional employment.** One-Stop Centers offer assessments to determine client interests in non-traditional employment. WIA case managers utilize the interest and personality assessments in non-traditional career for individual career strategies and work with Business Services representatives to identify nontraditional employment opportunities.
- M. **Individuals with multiple challenges to employment.** Individuals experiencing multiple barriers receive service priority based on the criteria established as part of WIA Youth, Adult and Dislocated Worker Services. Additionally, assistance generally involves multiple partners within and outside of the One-Stop network.

Describe strategies and partnerships that will focus on serving individuals with disabilities.

Gila/Pinal is in the middle of negotiations with State Vocational Rehabilitation (VR) to provide interim, itinerant services in the One-Stops. Currently, clients are referred to Vocational Rehabilitation’s main office in Apache Junction.

Customers eligible for vocational rehab services (e.g. persons with physical, mental, cognitive, and sensory disabilities) are most likely to have one or more disabilities that make it difficult for them to prepare for, obtain, or retain employment, and for whom vocational rehab may prove beneficial. Because such eligibility determinations are complex and require specialized intake expertise and case management, vocational rehab staff is usually not among the partners found on site daily at Gila/Pinal One-Stops. They typically receive referrals from other partner staff. State vocational rehab offices provide counseling, job skills training, adjustment to disability assistance, work experience, and job placement services, much like the services offered to other One-Stop customers. The One-Stop does offer specialized computer-based (software) assistance for persons with disabilities seeking employment at the comprehensive centers.

1.2 Dislocated Workers

The purpose of WIA Title IB dislocated worker program is to provide services to individuals who have been terminated or laid off, or have received notice of termination or layoff, from employment generally due to plant closures or downsizing; and who meet the dislocated worker definition of a displaced homemaker.

Describe how the Local Workforce Area coordinates the delivery of services to eligible dislocated workers.

The Dislocated Worker Program offers employment and training programs for eligible workers who are unemployed through no fault of their own or have received an official layoff notice. The program also provides the following specialized reemployment services:

Rapid Response

Rapid Response services provide short-term early intervention and immediate assistance with layoffs and plant closures. Rapid Response provides early intervention assistance designed to

transition workers to their next employment as soon as possible. A multi-agency team coordinates Rapid Response services to affected employers and employees.

Rapid Re-employment Services

Rapid Reemployment Services (RRS) are geared toward unemployment insurance (UI) claimants identified as likely to exhaust benefits. Claimants are required to participate in re-employment services as a condition of UI eligibility.

Trade Adjustment Assistance

The TAA program provides additional benefits for dislocated workers of companies that are directly affected by increased imports or certain shifts in production to other countries. TAA petitions trigger provision of Rapid Response services and specialized training services.

The Gila/Pinal Workforce Investment Area through the One Stop Delivery System provides services to eligible dislocated workers or to individuals who meet the definition of a displaced homemaker. Through the One Stop centers, dislocated workers can access a full range of services through designated One Stop centers, co-locations, access points, and partners. The One Stop center staff ensures each customer who comes into the One-Stop center for employment and training services receives, at a minimum, staff assisted core services through a coordinated approach among partner agencies.

The One Stop System provides direct access to core services by other partners and linkages to intensive and training services. Job seekers are required to register in the Arizona Workforce Connection (AJC) system. To help job seekers through this process, computers are available solely for AJC registration or for accessing services and maximizing seamless delivery of services for job seekers. Once registered, job seekers are provided with information and methods to directly access or learn more about available services. The program provides three levels of service.

Core services or self-help services are available through the One Stop centers and Access Points. WIA staff provides new customers with an orientation to services available and helps identify needs. The customer chooses to access services independently or request additional staff assistance. Staff assisted core services are provided on an individualized basis and include a great level of staff intervention and core services. Staff assisted core services are a greater level of services for individuals who are unsuccessful at achieving their employment goals through core services and for individuals who present barriers to attaining employment such as transferrable skills that may lead them to full time employment and self-sufficiency.

Job seekers requesting staff assisted services meet with a career and employment specialist to complete an eligibility process. Specific documentation is collected to provide the basis of determining eligibility and services needed. The One Stop delivery system is the basis for providing customers with labor market information and access to workforce system partner services and resources.

Intensive services are provided to WIA Dislocated Workers who have received at least one staff assisted core service. Intensive services for dislocated workers are delivered in Gila and Pinal

through the One-Stop Centers. Collaboration efforts between the Dislocated Worker Program and partners are made to foster program communications, increase awareness and integrate service delivery among mutual participants.

Training services for dislocated workers will be delivered in Gila and Pinal through the designated One Stop centers. Training services are available to WIA dislocated workers who have received at least one intensive service and whose assessment results and training justification demonstrate training services are expected to lead to full time employment and self-sufficiency.

Claimants who have been prioritized and referred to the Local Workforce Development Boards (Boards) shall be considered to have met the eligibility criteria for dislocated worker services under Category 1, outlined in the Rapid Reemployment Services Desk Reference.

The Trade Adjustment Assistance (TAA) program provides additional benefits for dislocated workers of companies that are directly affected by increased imports or certain shifts of production to other countries. TAA petitions now trigger immediate provisions of Rapid Response and basic adjusted services available under WIA, facilitating coordinated planning and more rapid reemployment.

Trade-affected workers receive notification that their Trade petition has been approved. The notification instructs them to contact their local TAA Coordinator for services. Making contact with the TAA Coordinator and providing a copy of the petition approval letter meets the Category 1 eligibility criteria for WIA Dislocated Workers.

This section provides information for determining eligibility for the dislocated worker program. See Section V for verification and documentation for WIA eligibility.

1.3 Rapid Response

Rapid Response is a required activity designed to assist workers who are facing loss of employment through a permanent closure or mass layoff, or a natural or other disaster that results in mass job dislocation to obtain reemployment as soon as possible.

Identify the Local Rapid Response Coordinators who are responsible for connecting dislocated workers to WIA Title IB resources.

Dave Franquero
Rapid Response Coordinator
5515 S. Apache Ave. Suite 200
Globe, AZ 85501
Phone: 928.425.7631
Fax: 928.402.4350

Identify how the Local Rapid Response Coordinators work with additional stakeholders through integrated partnerships for Rapid Response Teams.

The WIA Dislocated Worker Program provides Rapid Response services to assist employers, employees and communities facing a plant closure, mass layoff, or a substantial layoff due to business curtailment created by foreign competition or economic slowdown.

The Rapid Response Team Leader coordinates with DES Employment Services, DES Veterans Services, Unemployment Insurance, and other WIA partners. Depending on the nature of the layoff and requests from the employer, other agency representatives may participate in the Rapid Response Team including DES Trade Adjustment Act staff, union representatives, or other social service agencies. Two Rapid Response Teams represent Gila and Pinal County.

Rapid Response Teams are familiar with participating agencies and their roles in pre-layoff and layoff activities. Their initial contact with each employer is crucial to establishing relationships among all affected individuals and includes the following:

- The purpose, format, content, and benefits to the employer and employees
- Available programs, service providers, and resources in the local area such as unemployment insurance, reemployment services, job training, Trade Adjustment Assistance, and financial counseling to meet the short and long-term assistance needs of the affected workers
- An assessment of the employer's layoff plans and schedule
- Identification of the employees affected by the layoff, their current wage scale, occupations, skill levels, and length of service,
- Company benefits available to employees, i.e. severance pay, job development/job search activities, relocation or reemployment opportunities, etc.
- Probable assistance needs of the affected workers
- Reemployment prospects for workers in the local community
- Potential for averting the layoff or closure that may be discussed in consultation with state or local economic development agencies, including private sector entities and the Arizona Commerce Authority

Identify the local area's Rapid Response team and their roles and functions.

The Dislocated Worker Program is the lead agency for Rapid Response services in the Gila/Pinal Workforce Investment Area. At a minimum, the Rapid Response Team consists of the following partners:

Rapid Response Coordinator – Dave Franquero
Dislocated Worker Program Representative – Penny Miller/Debora Briseno
DES Employment Services/Unemployment Insurance – Kim Rodriguez
Veterans Services – Jason Robert

Other partners may include:
Family Assistance Administration
Labor Union
Community Action Program

Identify your local Rapid Response policies, including the minimum threshold number of affected workers the LWIB has approved for Rapid Response services to be provided to a company experiencing a layoff, reduction in force or closure.

Dislocated Worker policy directs that Rapid Response services must be provided to assist employers, employees and communities that are facing a plant closure, mass layoff, or a substantial layoff due to business curtailment created by foreign competition or economic slowdown.

The WIA Dislocated Worker Program is the lead agency for Rapid Response services and makes initial contact with the employer to initiate the Rapid Response process. An affected company is contacted within 48 hours of receipt of the program's notification of a layoff or plant closure. At the initial employer meeting, an assessment is conducted to include the employer's layoff plans and scheduled layoff dates. Plans are developed for re-employment prospects such as layoff aversion.

The Rapid Response Team secures and coordinates all the requested services to be delivered. Generally, services are offered on-site, but can also be arranged off-site. These consist of:

- Unemployment Insurance Benefits information
- Workforce Investment Act Dislocated Worker Program
- DES Employment Services
- DES Veterans Services
- Labor Union Representation when unions are involved
- One-Stop Resources - Job search, workshops
- Trade Adjustment Act
- Community Agencies/Programs

An employer survey is conducted after the Rapid Response orientation to gather feedback on the services provided. Follow-up is also conducted with the Rapid Response Team to assess the effectiveness of the information presented to both the employer and employees, as well as next steps in the assistance process.

The threshold for approved Rapid Response services is a substantial layoff affecting more than 10% of the workforce or a minimum of 10 employees. If a substantial layoff is less than 10 employees, the Dislocated Worker Program Manager has the discretion to approve initiation of Rapid Response services.

Describe services to be provided to those affected by a mass layoff including planned strategies for incumbent worker training focusing on layoff aversion.

The Dislocated Worker Rapid Response Team is notified of a reduction in force by the Worker Adjustment and Retraining Notification (WARN) submitted by the employer to the state. Notifications may also be ascertained from news media, employer contact, employee contact, or word-of-mouth. The affected company is contacted within 48 hours of receipt of notification.

When the Rapid Response Team is notified of a plant closure or mass layoff, the team can help plan an effective and efficient layoff strategy to help minimize lost productivity. The team contacts a company representative to explain available Rapid Response services as detailed earlier in this section.

Layoff Aversion involves planned, customized activities and services coordinated between the Rapid Response Team and the employer. There are numerous, potential benefits to the employer, affected workers, the community, and the workforce system when layoffs can be averted. In the case of layoff aversion, the employer's role and obligations are well defined upfront, as well as the role of Rapid Response in serving both the employer and the affected employees.

I.4 Apprenticeship Program

Registered Apprenticeship includes on-the-job learning from an assigned mentor combined with technical training provided by apprenticeship training centers, technical schools, community colleges, and institutions employing distance and computer-based learning systems. At the end of the apprenticeship, all apprentices receive a nationally recognized credential. Some apprenticeship programs offer interim credentials as apprentices achieve important milestones during their apprenticeship.

Describe how the Local Workforce Area will coordinate efforts with the State Apprenticeship Program.

The Gila/Pinal Workforce Investment Area, through the one stop delivery system, will make available to Adult and Dislocated Workers information on Registered Apprenticeship programs in various locations. Apprenticeship Programs provide opportunities for on-the-job training and related classroom instruction in which workers learn the practical and theoretical aspects of a skilled occupation. Traditionally, apprenticeships offer some of the best opportunities for 'learning while earning' and are viewed as career employment for job seekers willing to invest the significant time required to complete them. Partnerships will be coordinated with employers who utilize apprenticeship trainees in their labor force. At the end of the apprenticeship, apprentices receive a nationally recognized credential.

The Gila/Pinal LWIA has apprenticeship opportunities sanctioned by the state Apprenticeship Office available in the area. The LWIA is in consistent contact with the Apprenticeship Office to identify current apprenticeship placements that coincide with its pool of job seekers. As of March 2014, the following apprenticeship programs were accepting new applicants:

Apprenticeships – Gila/Pinal LWIA

Freeport-McMoRan Copper & Gold

P O Box 4444 Title: Human Resources

Claypool, AZ 85532

Arizona Operating Engineers

10797 West Randolph Rd.

Casa Grande, AZ 85222

Globe-Miami Joint Apprenticeship & Training

P.O. Box 108, Hwy 188 Title: Training

Globe, AZ 85502

The website for Arizona Apprenticeships is www.azapprenticeship.com.

Describe current and planned use of WIA Title 1B funds for apprenticeship training.

Plans are currently on hold for planned uses of apprenticeship training. Apprenticeships tend to require long-term investments in supportive services (i.e. tools, transportation, uniforms, education materials, etc.) and program funding decisions with respect to WIA are pending due to possible LWIA re-alignment.

1.5 Trade Adjustment Assistance (TAA)

The Arizona Trade Adjustment Assistance (TAA) program will provide seamless services to participants through a coordinated and functionally aligned effort between the Workforce Investment Act (WIA) and Wagner-Peyser (WP).

Describe how TAA services will be delivered. LWIAs must describe how they will ensure enrollment of TAA participants into the WIA Title 1B Dislocated Worker Program.

Workforce staff across programs work together to provide trade-affected workers with opportunities to obtain new job skills, resources and the support they need to successfully become employed. Potential TAA customers may be identified during the Welcome Team process, the Skills Development process, or customers may self-certify and present their TAA certification at the outset. Dislocated Worker staff generally manages TAA participant cases, ensuring co-enrollment and appropriate leveraging of TAA and DW funding. Due to the flexibility TAA funds afford for training services, case managers usually have more latitude when assisting TAA clients with matching existing skills to training leading to future careers. TAA customers are not limited to the Eligible Training Provider List when pursuing TAA-supported training. In addition, TAA requires only that training be made available at a reasonable cost and may preclude the use of a 'hard' training cap.

1.6 Reemployment Services

Employment Services (ES) targets Unemployment Insurance (UI) claimants who are most likely to exhaust benefits before getting a job. All UI claimants who report as scheduled for orientation to ES via the Re-Employment (RES) program receive the five mandatory core services:

- **Assessment of skills, interests, abilities, and supportive service needs**
- **Registration in the Arizona Job Connection (AJC) System**
- **Labor market information**
- **Job search and placement assistance**
- **Development of an employability plan**

Describe how Reemployment Services will be coordinated within the operations of the One-Stop Centers.

Reemployment Service orientations are conducted on a weekly basis in Casa Grande, Globe and Payson. All centers give a presentation on Reemployment Services and simultaneously provide customers a pre-application, offering an immediate opportunity to enroll into WIA. Workforce staff provides information on services available through the Arizona Workforce Connection as well as expectations for UI program compliance as it relates to Reemployment Services.

Reemployment Service customers are screened for potential dislocated worker eligibility during one-on-one sessions following the initial orientation. Those that opt to complete the pre-application are scheduled for an eligibility determination meeting with Dislocated Worker staff.

The Payson Satellite site located in the DES Office also provides the Reemployment Services previously outlined.

1.7 Migrant Seasonal Farmworker Outreach Program (if applicable)

Employment Administration(EA) and Employment Services (ES) provide services through the One-Stop Career Center/Labor Exchange System to empower Migrant and Seasonal Farm Workers and limited English proficient (LEP) individuals in: making career and labor market decisions; achieving economic self-sufficiency; and improving their living and working conditions.

Where provided, describe how Migrant Seasonal Outreach Program services will be delivered and coordinated within the operations of the One-Stop Centers.

The Pinal County One-Stop Center is a designated site for Migrant Seasonal Farm Worker (MSFW) Outreach due to the prevalence of agricultural operations in the county. The MSFW Outreach Worker provides information to MSFW's and their families regarding services available through One-Stop partners. Referrals are made to services based on individual customer needs and may include:

- Arizona Job Connection registration and job referrals
- Referrals to Portable Practical Employment Program for eligibility and training assistance
- Referrals to the WIA Program

Outreach is also provided to agricultural employers to determine their needs. Employers in some areas of the county have expressed a shortage in seasonal farm workers to meet cyclical demands. Efforts are made to assist these employers by making local programs that work with migrant workers aware of job opportunities when they become available. Project PPEP is a partner in the One-Stop system and offers training and educational services to migrant and seasonal farm workers.

1.8 Senior Community Service Employment Program (SCSEP)

The Senior Community Service Employment Program (SCSEP) fosters useful part-time, work-based training opportunities (community service assignments) for unemployed low-income persons who are 55 years of age or older who have poor employment prospects.

Describe how the local workforce system will ensure integration of the Senior Community Service Employment Program (SCSEP) into the Local Workforce Area business plan.

The purpose of the Senior Community Service Employment Program (SCSEP) is to serve older workers with poor employment prospects, to provide hands-on training through part-time work at community service agencies (called Host Agencies), to assist with the transition of participants to unsubsidized employment, and to provide supportive services to assist participants in obtaining and maintain employment. SCSEP also provides (depending on funding) On-the-Job Experience (OJE) designed to lead to unsubsidized employment with a public or private employer.

Eligible participants must be 55 years of age or older, have a family income of no more than 125% of the Federal Poverty Level, be unemployed at time of the application and throughout the program, and live in Arizona at the time of enrollment (Homeless persons can qualify).

The first priority for selection of participants is veterans or a spouse of a veteran, then...

1. 65 years of age or older
2. Has a disability
3. Has limited English proficiency
4. Has low literacy skills
5. Resides in a rural area
6. Has low employment prospects
7. Failed to find employment after using WIA Title I
8. Homeless or is at risk of homelessness

Participant services provided through SCSEP include:

1. Assessment services
2. Case management
3. Individual Employment Plan
4. Community Service Assignment with wages
5. Referral to One-Stop for employment
6. Job search assistance and counseling
7. Orientation
8. Supportive services

Supportive services are also provided to assist a participant with his or her community service assignment and to help them gain and keep a job. Supportive services may include reasonable costs (depending on funding) for, but not limited to: shoes, uniforms, glasses, transportation, hand tools, emergency car repairs, etc.

The Gila/Pinal One-Stop system, in coordination with SCSEP, provides services to eligible and non-eligible SCSEP applicants/participants. Services may include, but not limited to:

- assessments
- dual enrollment in WIA programs
- labor market information
- job search assistance and placement
- job clubs and other job-readiness classes
- referrals
- intensive/training services based on customer eligibility

The Gila/Pinal Workforce Board and the One Stop System understands that older workers are a vital resource for employers and, in an effort to increase the percentage of workers over 55 participating in Arizona's workforce, One Stop staff will ensure that each customer, regardless of age, receives, at a minimum, staff assisted core services through a coordinated approach among partner agencies.

1.9 Youth Services

Each Local Workforce Investment Area (LWIA) coordinates with community partners to offer services to youth, especially youth with significant barriers to employment. In collaboration with their partners, strategies are developed by the LWIAs to provide initial intake, objective assessment, case management and individual service strategies and eligibility assessment.

Describe the strategies to be used to incorporate the required youth program elements within the design framework.

1. Tutoring, study skills training and instruction leading to the completion of secondary schooling including dropout prevention strategies. Youth Program partners work with local school districts and other entities to ensure that youth have access to tutoring, study skills and additional instruction when needed. Central Arizona College is used for tutoring services when a need is established. Case Managers provide dropout prevention strategies when a youth is at risk of dropping out.
2. Alternative secondary school services. Case Managers are familiar with alternative secondary options in their area and explore options that meet the needs of youth.
3. Summer employment opportunities directly linked to academic and occupational learning;
Summer employment opportunities are matched to the interest of the youth and their career goals when available. Youth have the opportunity to develop and demonstrate soft skills in their summer employment.
4. Paid and unpaid work experiences including internships and job shadowing.
Work experiences are offered to youth when it benefits them and is focused on their career interests based on their field of study and/or O'Net interest profiler survey results.
5. Occupational skill training. Case managers assist youth in selecting occupational skills training that will provide them with future employment opportunities. They also assist youth in enrolling, completing FAFSA and provide financial support as needed.
6. Leadership development opportunities. Opportunities are available through work readiness classes, workshops, and success coaches.
7. Supportive services. Supportive services are available to youth to provide assistance for needs that help them to be successful in completing their educational program and help them obtain employment.
8. Adult mentoring for a duration of at least twelve months may occur during and after program participation. Youth are provided adult mentoring through their case manager and first-year college students are assigned a success coach which is a more experienced college student.
9. Follow-up services for not less than 12 months after the participant completes the program. Case managers provide follow-up support to participants for one year after exiting the program.
10. Comprehensive guidance and counseling, including drug and alcohol counseling and referral to counseling. Case managers provide guidance and counseling and refer to community agencies when additional counseling needs arise.

Describe the strategy to provide initial intake, objective assessment, case management, individual service strategies and eligibility assessment of youth.

Participants are invited to an orientation to learn about WIA Youth services. Case managers determine eligibility in an intake appointment and proceed with objective assessment with TABE testing, and also complete the O'Net interest profiler at the time of enrollment. Case managers provide participants intensive case management, which equates to one contact per month. An

ISS with individual education and employment goals is developed with input from each youth and continually assessed and modified based on individual progress.

Describe how the Local Workforce Area will deliver comprehensive services for eligible youth, particularly youth with significant barriers to employment. The discussion must include how the Local Workforce Area coordinates youth activities, including coordination of WIA Youth activities with the services provided by the Job Corps (if applicable) program in the state.

The Gila/Pinal Board has been in the midst of re-instituting its Youth Council during the last several months due to unforeseen vacancies. However, both counties are now considering re-aligning themselves with other existing LWIA's in Arizona, which has essentially placed Youth Council plans on hold. The current LWIB is well aware that fostering a more comprehensive youth development system requires a local youth council to monitor WIA-funded youth activities. And the council make-up must involve members who have both the interest and expertise to sustain the youth council long-term. The LWIA is fortunate to have as its current youth programs provider, Central Arizona College (CAC). The College has a long and successful track record of serving WIA eligible youth 14 -21 years of age, economically disadvantaged, and in need of assistance to meet their educational and employment goals. CAC offers tutoring, study skills, dropout prevention counseling, alternative education, comprehensive guidance services, support services, occupational skills training, and summer employment.

The expectation is that CAC will continue in its role as a primary youth services provider during the re-alignment process, and play an integral part in working with new youth councils and other youth serving organizations such as Job Corps in both Gila and Pinal Counties.

Identify the additional 5% non-economically disadvantage youth barrier, including the process and criteria to be used to determine "serious barriers to employment," and the process to track enrollment of non-economically disadvantaged youth.

For a youth to enroll as a 5% non-economically disadvantaged youth, case managers assess a youth's situation during intake and establish what "serious barriers to employment" exist. Case managers look at the following criteria to make the 'serious barriers' determination:

- school dropout
- basic skills deficient (1 or more grade levels below the grade level appropriate for the youth's age based on TABE or other basic skills results)
- pregnant or parenting
- one or more disabilities including learning disabilities that compromise a youth's ability to obtain employment
- homeless or runaway
- offender
- Local Policy: Occupational skills deficient – less than 4 months full time, same employer, lack of transferable skills.

The Gila/Pinal LWIA requires the WIA youth program operator (CAC) to maintain copies of documents used to determine eligibility for each youth participant. If an applicant is unable to obtain the necessary documentation for an individual eligibility category (above), the youth may submit a signed self-attestation statement in its place. The signed statement acknowledges that falsifying information will be grounds for termination from the youth program.

Identify the process that is used to track out-of-school youth enrollments and expenditures to meet the 30% out-of-school youth minimum expenditure requirement.

Out-of-school youth enrollments are tracked by the CAC Youth Coordinator on a Master Client List. Expenditures as well are tracked in an accounting system with distinct budget codes for youth activities and monitored on a monthly basis.

Identify the sixth youth barrier(s) for “individuals (including youth with a disability) who required additional assistance to complete an educational program, or to secure and hold employment,” as identified by the Local Workforce Board.

Local Policy: Occupational skills deficient – less than 4 months full time, same employer, lack of transferable skills

Describe in detail strategies to identify, recruit and engage youth to comply with the Literacy and Numeracy Gains performance measure.

Case managers track youth that are in the Literacy Numeracy denominator and regularly review their progress and post-test as needed. Incentives are being considered for those youth that make a gain on Literacy Numeracy and are included in the denominator.

Describe in detail how the Local Workforce Area will conduct monitoring of Youth Program providers to ensure compliance with the program objectives.

It is the policy of the Gila/Pinal Workforce Investment Area to require annual monitoring and oversight to ensure the integrity of the WIA program operations and to review performance, assess compliance with applicable laws and regulations and identify successful practices to enhance the system as a whole through continuous improvement.

Monitoring of electronic and hard copy participant files are conducted twice in a program year. Twenty percent (20%) of the contracted service levels are monitored for the program year. Staff conducts file reviews through AZJobConnection quarterly. Thirty days prior to the start of monitoring, a monitoring schedule is sent to the youth provider outlining program elements to be reviewed.

The monitoring process is comprised of the desk review and the on-site review. The desk review primarily focuses on program operations. Correspondingly, the on-site review focuses on specific programmatic functions and includes the following components:

- entrance and exit interview
- case file reviews
- policies, processes and procedures reviews
- participants, training supervisor, and staff interviews

The purpose of the on-site monitoring visit is to verify or disprove information derived from the Desk Review that may lead to identification of areas that are in non-compliance and/or require corrective actions. The on-site review will follow a standardized guide that is designed to assist the monitoring team in accomplishing a comprehensive evaluation.

1.10 Veterans

The primary objective of the Veterans Program is to develop and support programs that increase opportunities for veterans to obtain employment and job training in Arizona. Eligible veterans are entitled to receive priority services in job referrals and training as well as other employment-related services.

Describe strategies that will ensure compliance with the priority of service procedures and how Veterans will be served.

The Gila/Pinal Workforce Investment Area strategies ensure individuals are made aware of Veteran’s Priority of Services at all physical points of entry, as well as the virtual point of access via AJC and the LWIA web site. Veterans outreach activities such as annual ‘stand downs’ and job fairs are also used to invite Veterans to take advantage of One-Stop services and to convey their importance as One-Stop customers.

The One-Stop Centers comply with state and federal policies and procedures supporting veterans and eligible spouses of veterans with the highest quality of service at every step in service delivery. These services can range from Welcome services such as assistance with job search and identification of needed skills, to more customized strategies for veterans to advance their careers in high growth sectors in the local area.

Veterans’ priority of services requirement is monitored internally and by the state’s WIA monitors to ensure compliance.

Describe in detail strategies to be implemented to identify and enroll eligible veterans in the Dislocated Worker Program.

The Workforce Investment Act Dislocated Worker Program provides priority of services for veterans (and spouses) who meet the program eligibility requirements for participation. Veterans receive priority intake and enrollment. Registration procedures identify veteran status for all customers who enter the One-Stop Center. Veteran status can be determined immediately upon entry to the One-Stop Center or via pre-registration in AZJobConnection. One-Stop Centers will provide an opportunity to integrate veteran’s priority into services by cross-training staff.

The Jobs for Veterans Act (2002) established a priority of service for veterans and certain spouses in all employment and training administered by the Department of Labor. The WIA

Dislocated Worker formula grant program was specifically affected by the new legislation. Essentially, the Gila/Pinal One-Stop applies veterans' service priority under the dislocated worker program when an individual has first qualified as a dislocated worker and *then* also qualifies as a veteran. In these instances, a dislocated worker who is also a veteran is given priority over a qualified dislocated worker who is a non-veteran.

J. Desired Outcomes

Reference: One-Stop Center Certification Policy; One-Stop Delivery System Policy; Adult and Dislocated Worker Policy; Balanced Scorecard

The Local Business Plan must describe and provide specific quantitative targets for the desired outcomes and results for the programs included in the plan and how these were determined.

Identify who will negotiate performance measure goals on behalf of the local board.

The Gila/Pinal Workforce Investment Board has authorized the Community Services Director to negotiate performance goals on behalf of the local board. The Director works closely with the Board’s Executive Committee and the WIA Program Manager to assess current local and regional economic conditions, previous performance outcomes, future projections for business expansions and job growth, plans for One-Stop system capacity building, and other factors that may impact performance levels, to establish Gila/Pinal parameters as a prelude to performance negotiations.

A description of the local levels of performance negotiated with the State to be used by the Local Workforce Board for measuring the performance of the local administrative and fiscal agent (where appropriate), eligible training providers, and the local One-Stop delivery system.

Department of Labor has granted Arizona’s request to replace the original 17 performance measures with the three Adult, three Dislocated Worker, and three Youth Common Measures. These measures are negotiated with the State annually. Progress toward the measures is distributed by the state monthly in the state’s *Red and Green Report*.

The following chart indicates Program Year 2013 Performance Measures and Negotiated Levels accepted by the Gila/Pinal Local Workforce Investment Area:

Common Measures	PY13 Negotiated Level
Adult	
Entered Employment	74.5%
Employment Retention	84.9%
Average Earnings	\$13,000
Dislocated Worker	
Entered Employment	83.0%
Employment Retention	87.5%

Average Earnings	\$16,400
Youth	
Placement in Employment/Education	62.5%
Attainment of Degree/Certificate	60.5%
Literacy/Numeracy Gains	43.0%

The plan should also describe any additional established indicators and system measures, beyond those required by programs' authorizing statutes.

Staff conducts a quarterly review of progress with respect to the statutory measures associated with WIA Title IB programs, which are also tracked by the State during each program year.

Statutory Measures	
Adult	Target
Employment/Credential	66.6%
Dislocated Worker	
Employment/Credential	72.0%
Older Youth	
Entered Employment	74.0%
Employment Retention	82.0%
Earnings Change	\$4,050
Cert/Credential Rate	55.0%
Younger Youth	
Diploma/Equivalent	68.0%
Retention	65.0%
Skill Attainment	83.0%

Describe the State approved balanced scorecard measures and how you plan to measure and track progress – include additional measures chosen by your local area that will be included on your balanced scorecard.

The Gila/Pinal Local Workforce Investment Area scorecard measures are for a one-year period. Outcomes for these measures will be reported to the WIB at regular quarterly meetings. The four measures are broken down into the following categories: Customer Perspective, Internal Perspective, Financial Perspective, and Growth and Learning Perspective.

Customer Perspective	Goal	Actual	+/- %
Number of Clients Entering the One-Stops			
Number of Employers Utilizing the One-Stop Centers			
Training Related Employment			
Job Placements to Job Seekers			
Internal Perspective	Goal	Actual	+/- %
Number of website inquire about One-Stop			
Number of clients Referred to Employers			
Customer Satisfaction Survey			
Employer Satisfaction Survey			
Financial Perspective	Goal	Actual	+/- %
Training Dollars per program			
Training Dollars per participant			
Average Cost per participant in Job Search			
Average Cost per participant in Training			
Growth and Learning Perspective			
Number of Staff Cross-Trained			
One-Stop Staff completing Core Competencies Certification			
Number of WIB members completing refresher training			

Describe the State required data management system and how partners will interact to provide needed information and get information from the system needed to manage the local workforce system.

The Arizona Department of Economic Security maintains a statewide, on-line system, AZJobConnection or AJC, which provides access to the workforce development system, the Arizona Workforce Connection. This on-line system provides access to a wealth of services for both job seekers and employers. The system consists of two parts: Job Link and Service Link.

Job Link is a self-service, gateway system allowing job seekers to access thousands of job opportunities in Arizona and around the country, as well as other resources that assist the user with job search. Among the site’s additional features are the following:

- Tools to Help Build and Post Online Resumes
- Saved job searches
- Creation of a Personal Profile
- E-mail Updates Regarding Job Opportunities
- Staff Assistance that Supports Matching of System Job Openings to a Customer's Ideal Job
- Advanced Job Notifications for Veterans
- Links to Skills Certifications and Training Programs
- Linking of Job Seeker Accounts to One-Stop Resource Rooms

Service Link is part of the system that allows case managers to assist participants. It is essentially a tracking system to view clients' progress through the workforce development system. The client information can be utilized to create on-demand reports for federal, state, and local reporting purposes.

Describe the role technology will play in accessing services and tracking information to enhance service delivery.

Technology is used at Access Points throughout Gila and Pinal Counties where partnered programs provide technical links to the One-Stop System as a whole. Access Points are located in Coolidge, Mammoth, Payson, and Apache Junction, with future sites being planned for Eloy, Florence, San Tan, Maricopa City, Arizona City.

A new One-Stop website is close to completion that will also facilitate tracking of customers seeking workforce-related assistance. The Casa Grande and Globe Comprehensive One-Stop Centers will be using secure computer technology with interactive capabilities at the receptionist desks so customers may enter basic information such as the reason for their visit.

How will you measure customer satisfaction and what will you do to use the results for enhancements?

Results of customer satisfaction surveys offer detailed insight into job seeker and employer satisfaction of their One-Stop experiences, allowing all partners to evaluate the overall effectiveness of the mix and quality of system services, as well as customer flow through the system. The overarching objective of the surveys is continuous improvement. Customer Service training is regularly provided to all staff to ensure the delivery of excellent customer service.

K. Agreements, Policies, and Procedures

Reference: Local Governance Policy; One-Stop Delivery System Policy

The plan must discuss how the LWIA will align policies, operations, administrative systems, and other procedures to assure coordination and avoid duplication of workforce programs and activities outlined in WIA Section 121(b).

Gila/Pinal Workforce Investment Area will comply with the Service Integration Policy and the One-Stop Delivery System Policy to improve customer access to service through the development of a seamless system of services and enhance the range and quality of these services to job seekers and businesses through coordinated approach among partner agencies. It will promote functional alignment to effectively streamline customer service delivery, benefit from the strengths of staff and technology to deliver services, and thereby reduce duplication.

Agreements in accordance with State policy:

- Fully executed Chief Local Elected Official Agreement (both county boards) clearly identifying the administrative and fiscal entity and reflecting the responsibilities of each. **(Appendix E)**
- Chief Local Elected Official and Local Board Partnership Agreement (both county boards & Partner Membership) **(Appendix F)**
- Local Board and Designated Operator Agreement (Partner Membership & fiscal Agent) **(Appendix G)**
- Fully executed Memorandums of Understanding between the One-Stop Operator and each partner agency. **(Appendix H)**
- Fully executed Resource Sharing Agreement outlining how services and operating costs of the local system will be funded; methodology for cost sharing and invoicing and payment processes. **(Appendix H)**
- Assurances **(Appendix I)**

Provide in detail how the Local Workforce Board and Chief Local Elected Official will ensure that One-Stop Operator Agreement will be adhered to and the institutional controls that will be implemented to ensure adherence to the Agreement with respective roles and responsibilities of each party with respect of the operation of the One-Stop system.

Gila/Pinal Workforce Investment Area Chief Elected Officials are responsible for the oversight of the local workforce system. One-Stop Operators will ensure seamless service delivery within each One-Stop Centers.

A consortium of partners consisting of the Arizona Department of Economic Security Wagner/Peyser, Gila County Community Services Division – Dislocated Worker Program, and Portable Education Practical Preparation have been designated by the WIB and the LEO as Operator of the One-Stop System. In accordance with Section 121 of the WIA and Section 662.400 of the WIA Rules and Regulations, the consortium of partners shall agree that the

purpose of this agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System. State Policy 3-2013 shall be adhered. The One-Stop Operator agrees to provide and make accessible to its customers services as required by the WIA.

Describe the monitoring process and oversight criteria and procedures utilized to move the workforce investment system toward the Local Workforce Area goals.

WIA Section 117(d) (4) requires local workforce investment boards to conduct comprehensive monitoring of the one-stop delivery system using standardized tools and procedures to ensure WIA programs are in compliance with the mandates of Title I for federally funded workforce development services. Annual monitoring will validate the quality of the delivery of services through the one-stop system, advocate improvements when indicated, and require actions to correct formal findings of non-performance with federal regulations.

Annual monitoring by the Arizona Department of Economic Security shall ensure the integrity of the WIA program operations and functions, to review performance, assess compliance with applicable laws and regulations and identify successful practices to enhance the system as a whole through continuous improvement.

Monitoring of electronic and hard copy participant files will be conducted once a year in a program year. Twenty percent (20%) of the contracted service levels will be monitored for the program year. Thirty days prior to the start of monitoring, a monitoring schedule will be sent to the providers. The monitoring process is comprised of the desk review and the on-site review. The desk review primarily focuses on program operations. Correspondingly, the on-site review focuses on specific programmatic functions and includes the following components:

- entrance and exit interview;
- case file reviews;
- review policies, processes and procedures; and
- participant, training supervisor and staff interviews.

The purpose of the on-site monitoring visit is to verify or disprove information derived from the Desk Review that may lead to identification of areas that are in non-compliance and/or requires corrective actions. The on-site review will follow a standardized guide that is designed to assist the monitoring team in accomplishing a comprehensive evaluation.

Staff shall meet quarterly with WIA Program Manager to review their individual current participant status as well as review the most current performance information for that provider's program. The local Board will be provided with a summary of the monitoring at their regular meetings.

Describe how the Local Workforce Area identifies areas needing improvement and any processes in place to address identified deficiencies.

A Corrective Action Plan shall be requested from providers in need of improvement found in the Annual Monitoring Review. A finding/corrective action is a situation where either Federal Law,

State or Local Policies and Procedures are not followed. If not corrected immediately, most findings/corrective action lead to a non-allowable activity or disallowed cost, requiring reimbursement back to the County from non-federal funds. There may be situations where a finding/corrective action can be corrected at the time of identification; however, it will be noted as a finding/corrective action in the program review outcome. Examples leading to a finding/corrective action include, but are not limited to:

- inaccurate or incomplete eligibility determinations;
- application signed after Date of Participation (first enrollment into a WIA Activity);
- services, as documented in case notes, were provided prior to eligibility date;
- inaccurate or incomplete verification and file documentation of any required field used to determine eligibility;
- missing, incomplete, outdated, and/or unsigned Individual Service Strategy (ISS);
- incomplete Youth Skill Attainment documentation and setting of youth goals for basic skills, occupational skills, and work readiness skills;
- failure to include documentation regarding coordination of occupational training with FASFA or Pell Grant Awards;
- assessment not documented in hard copy file or in case notes;
- failure to justify expenditures for Supportive Services or other need-related payments
- more than 90 days of no services has occurred;
- lack of, incomplete or incorrect client dates of service entered into AJC; and
- failure to provide hard copy documentation of credential or certificate

The Gila/Pinal Workforce Investment Board and WIA Program Manager shall review all Corrective Action Plans to ensure all identified deficiencies have been corrected and/or how the provider shall develop and implement a procedure to ensure the requirements of the local area are met.

Provide a copy or a URL link to all local operational and programmatic policies.

http://www.gilacountyaz.gov/government/community/arizona_workforce_connection.php

L. Complaints, Grievances

Reference: Local Governance Policy; One-Stop Delivery System Policy

Each local area, and direct recipient of funds under title I of WIA, except for Job Corps, must establish and maintain a procedure for grievances and complaints. In addition, Local Workforce Areas must provide information about the content of the grievance and complaint procedures to participants and other interested parties affected by the local Workforce Investment System, including One-Stop partners and service providers.

Describe in detail the Local Workforce Area's process, procedures, and local policy to address formal and informal complaints from job seekers and business customers.

The Gila/Pinal Workforce Investment Area Grievance Procedures, Complaints and State Appeals Process has been established in accordance with requirements of P.L. 105-220 and its related regulations contained in 20 and 29 Codes of Federal Regulations (CFR) per WIA Guidance Letter #06-06.

Local Responsibility

The WIA Program Manager has the responsibility to review each informal complaint in accordance with local, state, and federal guidelines and ensure appropriate action is taken. WIA Program Manager will ensure all partners are properly trained.

Local Procedures

Any partner staff can receive a customer complaint. Phone calls, faxes, e-mails, and letters are forms of customer complaints:

- A. Grievances, Complaints and Appeals
 - 1. A grievance or complaint is a written description of an alleged violation of the WIA, dated and signed by an interested party.
 - 2. An appeal is any written, dated, and signed communication by an interested party expressing their intent to appeal any action or inaction with respect to a grievance or complaint to a higher level. Any action pursuant to the original decision is stayed until a final decision is made by the State.
 - 3. The freedom to file a complaint or appeal may not be limited or interfered with in any way.
 - 4. Representation of interested parties in connection with complaints or appeals may not be limited or interfered with in any way.
 - 5. The local area will make reasonable efforts to assure that the information will be understood by affected participants and other individuals, including youth and those who are limited-English speaking individuals. Such efforts will comply with the language requirements specified in 29 CFR 37.35 regarding the provision of services and information in languages other than English.
- B. Right to Grieve, Complain or Appeal

1. Any interested person has a right to file a grievance or complaint.
 2. Any complaint relating to a term or condition of employment shall be filed under the employer's established grievance procedures.
 3. All other complaints shall be initiated at the recipient level.
- C. Time Limitations
1. Complaints under this section shall be filed within one year of the alleged occurrence.
- D. Time Computation, Filing and Receipt
1. For purposes of these procedures, any complaint, appeal, applications, request, notice, objection, petition, report or other information is considered received and filed timely:
 - a. If transmitted via the United States Postal Service on the date it is mailed as shown by the postmark, or in the absence of a postmark the postage meter mark, on the envelope in which it is received; or
 - b. If not postmark or postage meter marked, or if the mark is illegible, on the date it is actually received.
 - c. If transmitted by any means other than the United States Postal Service on the date it is actually received.
 - d. If a delay in filing is due to an error or misinformation by the organizations or person with whom the complaint or appeal is filed, the time limitation shall be adjusted in a manner equitable to the complainant.
 2. Any reference to "days" is interpreted as calendar days. In computing any period of time, the date of the act, event or default is not included. The last day of the period computed is counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- E. Hearings
1. An impartial Hearing Office will hear complaints at the local level.

Local Process

The staff receives the informal complaint will communicate the following information to the WIA Program Manager by the end of the business day. The communication will include a brief summary of the complaint, including causes and actions taken, provide any supporting documentation, name and contact information of the complainant. Within three days of receiving the complaint, the WIA Program Manager will review the complaint and contact the staff person. The WIA Program Manager may request additional information. The WIA Program Manager will review the information and communicate the findings to the partner supervisor before making determination regarding the complaint and any necessary corrective action. The WIA Program Manager will inform the complainant and all other partners of the resolution of the complaint with seven business days of the complaint. If necessary, training of the corrective action will occur on a timely manner. All records of the complaint with supporting documentation, and corrective action will be maintained for a six years from the date of WIA Program Manager receiving the complaint.

Formal Complaint Process

Upon receipt of the complaint, the following process will be initiated:

- A. Before appeal process starts, informal resolution of the complaint will be attempted whenever possible.
- B. If the complaint is not resolved, the complainant will be given the opportunity to request a hearing before an impartial hearing office. Such hearing shall be scheduled within thirty (30) days of the filing of the complaint.
- C. A formal complaint log must be maintained to indicate date received, hearing date, summary of resolution and date resolved.
- D. Following the hearing and within 60 days of the filing of the complaint, all parties of interest will receive a copy of the final decision, which will include the reasons for the decisions.
- E. If the complainant receives a decision or does not receive a decision within 60 days which he or she finds unsatisfactory, the complainant may request a review of the complaint by the Arizona Department of Economic Security (DES) State WIA EEO Officer, 1789 West Jefferson (Site Code 920Z), Phoenix, AZ 85007.
- F. Such request must be submitted in writing within ten (10) days of receipt of the final decision or of the expiration of the sixty (60) day period.

Local Process

The same process as outlined in the job seeker and business customer informal complaint process. LWIB has established a process for training providers complaints through appeals of based on denial of provider's application for eligibility on the ETPL.

Process for Resolving Appeals to the State

Any party who has filed a grievance or complaint below the State level has the opportunity for an appeal to the State when no decision is reached within 60 days or either party is dissatisfied with the local hearing decision.

- A. The appeal must be filed within ten days of the receipt of an adverse decision; or
- B. The appeal must be filed within ten days from the date a decision should have been issued; or
- C. Any appeal filed after the tenth day following the decision is null and void.

Describe in detail the Local Workforce Area's process, procedures, and local policy to address formal grievances from job seekers and business customers and training providers.

The Gila/Pinal Workforce Investment Area Grievance Procedures, Complaints and State Appeals Process has been established in accordance with requirements of P.L. 105-220 and its related regulations contained in 20 and 29 Codes of Federal Regulations (CFR) per WIA Guidance Letter #06-06.

Describe and provide a copy or electronic link to the local programmatic policies for the delivery of integrated services as described in the local Business Plan.

The Gila/Pinal Workforce Investment Act is in compliance with the Equal Opportunity contained in 20 Code of Federal Regulations (CFR) 667.600, Workforce Investment Act Section 184(f), and WIA Guidance Letters #06-06 WIA Grievance Procedures, Complaints, and State Appeals Processes and #07-06 WIA State of Arizona WIA Equal Opportunity and Discrimination Complaint Policy and Procedures.

http://www.gilacountyaz.gov/government/community/arizona_workforce_connection.php

APPENDIX A

Public Notice, Comments, Distribution List

PUBLIC NOTICE

The Gila/Pinal Workforce Investment Area Business Plan July 2014 – June 2017 for Gila and Pinal Counties is now available for public review and comment.

Reference: P.L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 666.310 of Workforce Investment Act Final Rules dated August 11, 2000.

The plan may be reviewed at the following locations:

Gila County Community Services
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
Hours 8:00 a.m. until 5:00 p.m., Monday through Friday.

Arizona Workforce Connection
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122
Hours 8:00 am until 5:00 pm., Monday through Friday

Copies will also be available on:

Pinal County Website: www.pinalcountyz.gov

Gila County Website: <http://www.gilacountyz.gov/government/community/index.php>

Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8650. Appendices are not attached at this time.

Verbal and written comments will be received until May 15, 2014 at which time the comments and plan will be completed and finalized.

Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability

PUBLIC NOTICE COMMENTS

No public comments received.

Distribution List

Newspapers

Copper Basin Newspapers
Tri-Valley Dispatch
Silver Belt Newspaper
San Carlos Apache Moccasin
Maricopa Monitor

Other Entities

Gila County
Pinal County
Globe Comprehensive One-Stop
Casa Grande Comprehensive One-Stop

Public Notice

The Gila/Pinal Workforce Investment Area Business Plan July 2014 - June 2017 for Gila and Pinal Counties is now available for public review and comment. Reference: P.L. 105-220, Sections 118 (b) (3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et. al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 666.310 of Workforce Investment Act Final Rules dated August 11, 2000. The plan may be reviewed at the following locations: Gila County Community Services 5515 South Apache Avenue, Suite 200 Globe, Arizona 85501 Hours 8:00 a.m. until 5:00 p.m., Monday through Friday. Arizona Workforce Connection 1015 E. Florence Blvd, Suite A-100 Casa Grande, Arizona 85122 Hours 8:00 am until 5:00 pm, Monday through Friday Copies will also be available on: Pinal County Website: www.pinalcountyaz.gov Gila County Website: <http://www.gilacountyaz.gov/government/community/index.php> Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501 or by telephone at (928) 425-7631, Ext 8650. Appendices are not attached at this time. Verbal and written comments will be received until May 22, 2014 at which time the comments and plan will be completed and finalized. Equal Opportunity Employer Program Auxiliary aids and services are available upon request to individuals with a disability
 CBN Legal 5/7/14

State of Arizona
 County of Gila

AFFIDAVIT OF PUBLICATION

Annette Barajas being first duly sworn deposes and says that she is a representative of the *Copper Basin News*, a legal newspaper published weekly at Hayden, in the County of Gila, State of Arizona that the legal entitled, Gila/Pinal Workforce Investment Area Business Plan, a printed copy of which is hereto attached, has been or will be published in all the regular weekly editions of said newspaper (and not a supplement thereof) for ONE week, the date of publication being as follows, to-wit:

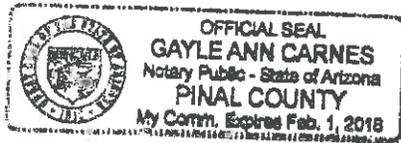
5/7/14

 Representative

Subscribed and sworn to before me this

7th DAY OF May, 2014


 Notary Public



STATE OF ARIZONA

COUNTY OF PINAL

} SS.

Affidavit of Publication

PUBLIC NOTICE
The Gila/Pinal Workforce Investment Area Business Plan July 2014 - June 2017 for Gila and Pinal Counties is now available for public review and comment.

Reference: P.L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350(a)(4) and Subpart C; Sections 666.300 and 666.310 of Workforce Investment Act Final Rules dated August 11, 2000.

The plan may be reviewed at the following locations:

Gila County Community Services, 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501, Hours 8:00 a.m. until 5:00 p.m., Monday through Friday.

Arizona Workforce Connection, 1015 E. Florence Blvd, Suite A-100, Casa Grande, Arizona 85122, Hours 8:00 am until 5:00 pm., Monday through Friday

Copies will also be available on:
Pinal County Website: www.pinal-countyaz.gov

Gila County Website: <http://www.gilacountyaz.gov/government/community/index.php>

Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8650. Appendices are not attached at this time.

Verbal and written comments will be received until May 22, 2014 at which time the comments and plan will be completed and finalized.

No. of publications: 1; date of publication: May 7, 2014.

RUTH A. KRAMER first being duly sworn deposes and says: That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Casa Grande Dispatch, a daily newspaper published at Casa Grande, Pinal County, Arizona, Tuesday through Sunday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for ONE issues the first publication thereof having been on the

7TH day of MAY AD., 2014

Second publication _____

Third publication _____

Fourth publication _____

Fifth publication _____

Sixth publication _____

*** TRI-VALLEY DISPATCH ***

CASA GRANDE DISPATCH

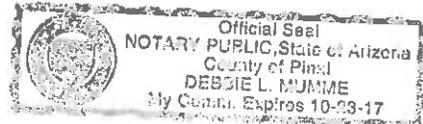
By [Signature]
agent and/or publisher of the Casa Grande Dispatch

Sworn to before me this 12th

day of May AD., 2014

[Signature]

Notary Public in and for the County of Pinal, State of Arizona



Affidavit of Publication

STATE OF ARIZONA

COUNTY OF PINAL

} SS.

PUBLIC NOTICE
 The Gila/Pinal Workforce Investment Area Business Plan July 2014 - June 2017 for Gila and Pinal Counties is now available for public review and comment.
 Reference: P.L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 666.310 of Workforce Investment Act Final Rules dated August 11, 2000.
 The plan may be reviewed at the following locations:
 Gila County Community Services, 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501, Hours 8:00 a.m. until 5:00 p.m., Monday through Friday.
 Arizona Workforce Connection, 1015 E. Florence Blvd, Suite A-100, Casa Grande, Arizona 85122, Hours 8:00 am until 5:00 pm., Monday through Friday
 Copies will also be available on:
 Pinal County Website: www.pinal-countyaz.gov
 Gila County Website: <http://www.gilacountyaz.gov/government/community/index.php>
 Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8650. Appendices are not attached at this time.
 Verbal and written comments will be received until May 22, 2014 at which time the comments and plan will be completed and finalized.
 No. of publications: 1; date of publication: May 6, 2014.

RUTH A. KRAMER first being duly sworn deposes and says: That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Casa Grande Dispatch, a daily newspaper published at Casa Grande, Pinal County, Arizona, Tuesday through Sunday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for ONE issues the first publication thereof having been on the

6TH day of MAY A.D., 2014

Second publication _____

Third publication _____

Fourth publication _____

Fifth publication _____

Sixth publication _____

*** MARICOPA MONITOR ***

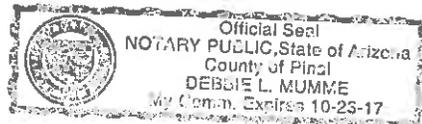
CASA GRANDE DISPATCH

By [Signature]
agent and/or publisher of the Casa Grande Dispatch

Sworn to before me this 12th

day of May A.D. 2014
[Signature]

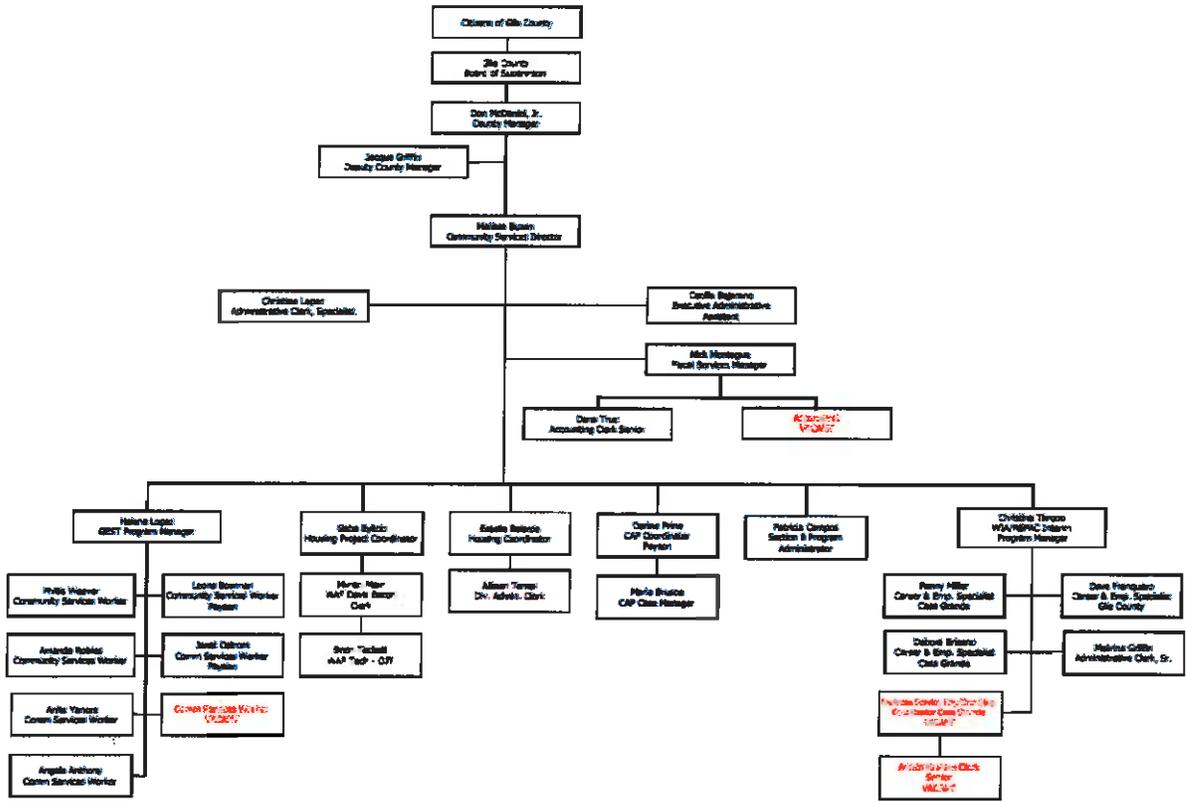
Notary Public in and for the County of Pinal, State of Arizona



APPENDIX B

Organizational Chart

Gila County
Community Services Division
 Re-Organization Draft
 November, 2013



APPENDIX C

Data Information

Appendix 1: DEMOGRAPHIC AND HOUSING ESTIMATES
2007-2011 American Community Survey 5-Year Estimates

Subject	United States	Arizona	Gila County	Pinal County
SEX AND AGE				
Total population	306,603,772	6,337,373	53,380	351,709
Male	150,740,216	3,152,339	26,710	184,962
Female	155,863,556	3,185,034	26,670	166,747
Under 5 years	20,170,377	461,855	3,107	28,183
5 to 9 years	20,207,046	444,053	3,480	27,514
10 to 14 years	20,631,572	446,301	2,823	23,402
15 to 19 years	22,083,463	456,092	3,651	21,087
20 to 24 years	21,463,191	441,858	2,370	19,758
25 to 34 years	40,668,821	859,319	4,427	52,382
35 to 44 years	41,683,228	828,392	5,428	48,073
45 to 54 years	44,579,668	830,751	7,370	41,675
55 to 59 years	19,215,139	368,523	4,101	20,109
60 to 64 years	16,292,447	338,767	4,550	20,213
65 to 74 years	21,152,731	481,716	7,081	31,154
75 to 84 years	13,119,427	280,469	3,641	14,544
85 years and over	5,336,662	99,277	1,351	3,615
Median age (years)	37.0	35.7	47.3	35.6
18 years and over	232,556,019	4,714,129	41,757	259,524
21 years and over	218,867,711	4,437,427	39,818	247,959
62 years and over	48,777,496	1,054,697	14,761	60,671
65 years and over	39,608,820	861,462	12,073	49,313
18 years and over	232,556,019	4,714,129	41,757	259,524
Male	112,848,136	2,321,916	20,558	137,740
Female	119,707,883	2,392,213	21,199	121,784
65 years and over	39,608,820	861,462	12,073	49,313
Male	17,009,215	391,677	5,766	24,010
Female	22,599,605	469,785	6,307	25,303
RACE				
Total population	306,603,772	6,337,373	53,380	351,709
One race	298,787,118	6,165,063	52,201	340,674
Two or more races	7,816,654	172,310	1,179	11,035
One race	298,787,118	6,165,063	52,201	340,674
White	227,167,013	4,987,541	42,228	266,371
Black or African American	38,395,857	252,127	226	15,254
American Indian and Alaska Native	2,502,653	280,986	7,825	18,923
Cherokee tribal grouping	273,202	3,616	13	177
Chippewa tribal grouping	114,937	1,093	0	87
Navajo tribal grouping	299,813	140,112	677	2,081
Sioux tribal grouping	121,007	1,961	4	105

Asian	14,497,185	172,290	82	6,001
Asian Indian	2,781,904	33,504	0	875
Chinese	3,372,357	36,030	44	523
Filipino	2,549,545	34,199	11	2,222
Japanese	799,267	10,434	18	467
Korean	1,422,567	15,227	0	404
Vietnamese	1,576,032	22,611	8	623
Other Asian	1,995,513	20,285	1	887
Native Hawaiian and Other Pacific Islander	500,592	11,933	32	1,424
Native Hawaiian	157,220	4,522	20	1,040
Guamanian or Chamorro	72,517	1,597	0	20
Samoan	102,733	1,742	0	114
Other Pacific Islander	168,122	4,072	12	250
Some other race	15,723,818	460,186	1,808	32,701
Two or more races	7,816,654	172,310	1,179	11,035
White and Black or African American	1,846,491	31,433	170	1,908
White and American Indian and Alaska Native	1,685,124	36,843	334	1,880
White and Asian	1,424,664	32,019	175	1,338
Black or African American and American Indian and Alaska Native	285,182	5,000	62	500
Race alone or in combination with one or more other races				
Total population	306,603,772	6,337,373	53,380	351,709
White	233,837,264	5,136,546	43,313	275,132
Black or African American	41,284,752	300,779	594	18,497
American Indian and Alaska Native	4,920,336	333,764	8,387	22,041
Asian	16,720,165	218,790	280	8,442
Native Hawaiian and Other Pacific Islander	1,040,485	22,568	59	2,553
Some other race	17,284,370	509,117	2,075	36,742
HISPANIC OR LATINO AND RACE				
Total population	306,603,772	6,337,373	53,380	351,709
Hispanic or Latino (of any race)	49,215,563	1,864,375	9,479	101,324
Mexican	31,789,483	1,683,280	8,428	91,814
Puerto Rican	4,607,774	30,965	44	1,829
Cuban	1,764,374	9,112	23	411
Other Hispanic or Latino	11,053,932	141,018	984	7,270
Not Hispanic or Latino	257,388,209	4,472,998	43,901	250,385
White alone	196,730,055	3,686,433	35,184	205,003
Black or African American alone	37,449,666	238,499	226	14,784
American Indian and Alaska Native alone	2,049,094	256,668	7,739	17,715
Asian alone	14,333,034	168,066	81	5,524
Native Hawaiian and Other Pacific Islander alone	469,242	11,148	32	1,350
Some other race alone	654,541	9,152	29	795
Two or more races	5,702,577	103,032	610	5,214
Two races including Some other race	263,803	4,537	38	303
Two races excluding Some other race, and Three or more races	5,438,774	98,495	572	4,911
Total housing units	131,034,946	2,816,719	32,470	155,504

Appendix 2: EDUCATIONAL ATTAINMENT AND EMPLOYMENT STATUS BY LANGUAGE SPOKEN
2007-2011 American Community Survey 5-Year Estimates

	United States	Arizona	Gila County	Pinal County
Total:	202,048,123	4,087,214	37,949	231,765
Less than high school graduate.	29,518,935	605,627	6,039	36,021
In labor force:	13,324,543	292,647	1,725	13,266
Speak only English	6,371,659	92,779	1,189	6,609
Speak Spanish	5,789,512	182,302	397	6,261
Speak other Indo-European languages	476,231	2,588	0	18
Speak Asian and Pacific Island languages	568,499	6,897	0	57
Speak other languages	118,642	8,081	139	321
Not in labor force:	16,194,392	312,980	4,314	22,755
Speak only English	11,027,387	144,749	2,905	11,423
Speak Spanish	3,582,103	134,389	780	10,189
Speak other Indo-European languages	812,142	6,853	21	230
Speak Asian and Pacific Island languages	604,402	5,889	0	308
Speak other languages	168,358	21,100	608	605
High school graduate (includes equivalency):	57,861,283	1,010,731	12,546	68,519
In labor force:	34,848,928	570,060	5,342	33,795
Speak only English	28,592,606	402,973	4,412	26,043
Speak Spanish	4,265,587	131,434	434	6,690
Speak other Indo-European languages	979,962	9,108	34	269
Speak Asian and Pacific Island languages	767,664	8,001	0	124
Speak other languages	243,109	18,544	462	669
Not in labor force:	23,012,355	440,671	7,204	34,724
Speak only English	20,037,876	352,253	5,845	28,317
Speak Spanish	1,650,563	60,653	819	4,811
Speak other Indo-European languages	752,062	9,208	24	678
Speak Asian and Pacific Island languages	431,705	5,151	26	526
Speak other languages	140,149	13,406	490	392
Some college or associate's degree:	57,694,281	1,391,958	13,479	85,324
In labor force:	41,175,415	924,202	7,310	50,663
Speak only English	35,039,475	748,224	6,330	41,604
Speak Spanish	3,660,198	126,373	531	6,922
Speak other Indo-European languages	1,170,814	15,865	36	761
Speak Asian and Pacific Island languages	982,693	11,857	21	566
Speak other languages	322,235	21,883	392	810
Not in labor force:	16,518,866	467,756	6,169	34,661
Speak only English	14,434,165	400,663	5,356	28,990
Speak Spanish	1,033,142	42,029	494	4,335
Speak other Indo-European languages	542,145	10,780	55	641
Speak Asian and Pacific Island languages	390,276	5,028	0	324
Speak other languages	119,138	9,256	264	371
Bachelor's degree or higher:	56,973,624	1,078,898	5,885	41,901
In labor force:	43,920,400	761,354	2,875	26,404
Speak only English	35,975,508	630,366	2,558	22,148
Speak Spanish	2,593,398	62,939	195	2,749
Speak other Indo-European languages	2,483,128	31,323	22	591
Speak Asian and Pacific Island languages	2,398,098	26,510	0	771
Speak other languages	470,268	10,216	100	145
Not in labor force:	13,053,224	317,544	3,010	15,497

Speak only English	10,798,879	275,252	2,507	13,721
Speak Spanish	590,466	17,074	289	663
Speak other Indo-European languages	795,400	12,556	125	448
Speak Asian and Pacific Island languages	744,575	9,657	21	557
Speak other languages	123,904	3,005	68	108

Appendix 3: ATTAINMENT BY ABILITY
2009-2011 American Community Survey 3-Year Estimates
 (Because some of the sample sizes are too small, we are not able to analyses at the County level)

Subject	United States			Arizona		
	Total Civilian	Disability	No Dis.	Total Civilian	Disability	No Dis.
Population Age 16 and Over	238,746,117	34,019,676	204,726,441	4,863,800	668,875	4,194,925
EMPLOYMENT STATUS						
Employed	58.7%	22.1%	64.8%	55.2%	20.7%	60.6%
Not in Labor Force	34.6%	72.8%	28.2%	38.0%	73.9%	32.3%
Employed Population Age 16 and Over	140,136,534	7,533,794	132,602,740	2,682,416	138,457	2,543,959
CLASS OF WORKER						
Private for-profit wage and salary workers	70.4%	66.0%	70.7%	71.8%	66.4%	72.1%
Employee of private company workers	66.9%	62.6%	67.1%	68.1%	62.8%	68.4%
Self-employed in own incorporated business workers	3.5%	3.3%	3.5%	3.7%	3.6%	3.7%
Private not-for-profit wage and salary workers	8.0%	9.4%	8.0%	6.3%	8.4%	6.2%
Local government workers	7.7%	7.6%	7.7%	7.7%	8.4%	7.6%
State government workers	4.6%	5.0%	4.6%	4.9%	4.9%	4.9%
Federal government workers	2.7%	3.3%	2.7%	3.0%	3.5%	3.0%
Self-employed in own not incorporated business workers	6.3%	8.5%	6.2%	6.2%	8.1%	6.1%
Unpaid family workers	0.1%	0.3%	0.1%	0.1%	0.2%	0.1%
OCCUPATION						
Management, business, science, and arts occupations	35.9%	26.3%	36.5%	34.8%	29.5%	35.1%
Service occupations	18.0%	22.4%	17.8%	19.6%	20.9%	19.5%
Sales and office occupations	24.9%	24.8%	24.9%	26.8%	28.0%	26.8%
Natural resources, construction, and maintenance occupations	9.2%	10.1%	9.2%	9.3%	9.8%	9.2%
Production, transportation, and material moving occupations	12.0%	16.3%	11.7%	9.5%	11.8%	9.3%

INDUSTRY						
Agriculture, forestry, fishing and hunting, and mining	1.9%	2.5%	1.9%	1.4%	1.5%	1.4%
Construction	6.4%	6.3%	6.4%	6.9%	6.1%	6.9%
Manufacturing	10.4%	10.6%	10.4%	7.4%	7.2%	7.5%
Wholesale trade	2.8%	2.5%	2.9%	2.5%	2.1%	2.6%
Retail trade	11.6%	13.1%	11.5%	12.3%	14.1%	12.2%
Transportation and warehousing, and utilities	5.0%	5.5%	4.9%	5.0%	5.3%	5.0%
Information	2.2%	1.8%	2.2%	1.9%	1.5%	1.9%
Finance and insurance, real estate, rental, leasing	6.7%	5.2%	6.8%	7.9%	6.8%	8.0%
Professional, scientific, management, and admin. waste management services	10.6%	9.6%	10.7%	11.5%	10.9%	11.5%
Educational services, health care, and social assistance	23.1%	22.7%	23.1%	22.0%	23.2%	22.0%
Arts, entertainment, and recreation, and accommodation and food services	9.2%	9.1%	9.3%	10.6%	10.3%	10.6%
Other services (except public administration)	5.0%	5.9%	4.9%	4.8%	5.3%	4.8%
Public administration	5.0%	5.4%	5.0%	5.7%	5.7%	5.7%
COMMUTING TO WORK						
Workers Age 16 and Over	136,954,273	7,077,232	129,877,041	2,626,812	130,729	2,496,083
Car, truck, or van - drove alone	76.4%	70.4%	76.8%	76.1%	68.1%	76.5%
Car, truck, or van – carpoled	9.8%	12.6%	9.7%	11.7%	13.6%	11.6%
Public transportation (excluding taxicab)	5.0%	5.6%	5.0%	1.9%	3.7%	1.8%
Walked	2.7%	3.5%	2.7%	2.1%	3.3%	2.1%
Taxicab, motorcycle, bicycle, or other means	1.7%	2.6%	1.7%	2.6%	3.7%	2.5%
Worked at home	4.3%	5.4%	4.2%	5.5%	7.6%	5.4%
EDUCATIONAL ATTAINMENT						
Population Age 25 and Over	200,227,629	31,942,581	168,285,048	4,066,277	628,974	3,437,303
Less than high school graduate	14.1%	26.6%	11.7%	14.3%	22.0%	12.9%
High school graduate, GED, or alternative	28.3%	34.4%	27.2%	24.5%	28.9%	23.7%
Some college or associate's degree	29.0%	25.5%	29.7%	34.5%	33.3%	34.8%

Bachelor's degree or higher	28.6%	13.5%	31.5%	26.6%	15.8%	28.6%
EARNINGS IN PAST 12 MONTHS (IN 2011 INFLATION ADJUSTED DOLLARS)						
Population Age 16 and over with earnings	158,369,136	9,456,264	148,912,872	3,043,028	177,835	2,865,193
\$1 to \$4,999 or loss	11.4%	18.5%	11.0%	11.1%	18.3%	10.6%
\$5,000 to \$14,999	16.8%	23.2%	16.4%	17.4%	23.0%	17.1%
\$15,000 to \$24,999	15.0%	16.0%	15.0%	15.6%	15.8%	15.6%
\$25,000 to \$34,999	13.7%	12.5%	13.7%	14.4%	12.7%	14.6%
\$35,000 to \$49,999	14.9%	12.0%	15.1%	15.8%	12.7%	16.0%
\$50,000 to \$74,999	14.7%	10.3%	14.9%	13.6%	10.1%	13.9%
\$75,000 or more	13.5%	7.4%	13.9%	12.0%	7.4%	12.3%
Median Earnings	29,908	19,896	30,442	28,798	20,243	29,516
POVERTY STATUS IN THE PAST 12 MONTHS						
Population Age 16 and over for whom poverty status is determined	236,223,137	33,930,978	202,292,159	4,835,975	667,803	4,168,172
Below 100 percent of the poverty level	13.4%	21.1%	12.1%	15.4%	20.3%	14.6%
100 to 149 percent of the poverty level	8.9%	14.3%	8.0%	9.9%	13.4%	9.3%
At or above 150 percent of the poverty level	77.6%	64.5%	79.8%	74.7%	66.3%	76.0%

Appendix 5: COMMUTING CHARACTERISTICS
2007-2011 American Community Survey 5-Year Estimates

Subject	United States	Arizona	Gila County, Arizona	Pinal County, Arizona
	Total	Total	Total	Total
Workers 16 years and over	139,488,206	2,695,734	17,827	124,894
MEANS OF TRANSPORTATION TO WORK				
Car, truck, or van	86.3%	88.0%	90.0%	90.4%
Drove alone	76.1%	75.8%	79.5%	76.8%
Carpooled	10.2%	12.3%	10.5%	13.7%
In 2-person carpool	7.8%	9.6%	8.1%	10.9%
In 3-person carpool	1.4%	1.5%	1.4%	1.4%
In 4-or-more person carpool	1.0%	1.1%	0.9%	1.4%
Workers per car, truck, or van	1.07	1.08	1.07	1.09
Public transportation (excluding taxicab)	5.0%	2.0%	0.3%	0.2%
Walked	2.8%	2.1%	2.9%	1.6%
Bicycle	0.5%	0.9%	1.1%	0.4%
Taxicab, motorcycle, or other means	1.2%	1.6%	1.4%	1.6%
Worked at home	4.2%	5.4%	4.4%	5.8%
PLACE OF WORK				
Worked in state of residence	96.2%	98.2%	98.6%	98.3%
Worked in county of residence	72.5%	94.0%	87.9%	48.4%
Worked outside county of residence	23.6%	4.2%	10.7%	49.9%
Worked outside state of residence	3.8%	1.8%	1.4%	1.7%
Living in a place	74.3%	93.5%	94.9%	83.0%
Worked in place of residence	31.5%	44.4%	43.3%	22.6%
Worked outside place of residence	42.8%	49.1%	51.6%	60.4%
Not living in a place	25.7%	6.5%	5.1%	17.0%
Workers 16 years and over who did not work at home	133,598,438	2,551,403	17,034	117,688
TIME LEAVING HOME TO GO TO WORK				
12:00 a.m. to 4:59 a.m.	4.1%	6.4%	8.8%	9.7%
5:00 a.m. to 5:29 a.m.	3.6%	5.5%	7.3%	8.0%
5:30 a.m. to 5:59 a.m.	4.9%	6.0%	7.3%	6.7%
6:00 a.m. to 6:29 a.m.	8.7%	10.1%	8.4%	14.2%
6:30 a.m. to 6:59 a.m.	10.3%	9.8%	9.5%	8.9%
7:00 a.m. to 7:29 a.m.	14.8%	14.0%	13.9%	14.6%
7:30 a.m. to 7:59 a.m.	13.2%	11.2%	14.4%	8.4%
8:00 a.m. to 8:29 a.m.	11.0%	9.2%	8.0%	6.3%
8:30 a.m. to 8:59 a.m.	5.5%	4.4%	3.0%	2.1%
9:00 a.m. to 11:59 p.m.	23.9%	23.4%	19.5%	21.1%
TRAVEL TIME TO WORK				
Less than 10 minutes	13.8%	12.9%	30.4%	12.7%
10 to 14 minutes	14.4%	14.0%	25.3%	10.0%
15 to 19 minutes	15.5%	15.4%	14.4%	8.7%
20 to 24 minutes	14.7%	15.1%	7.8%	9.6%
25 to 29 minutes	6.1%	6.4%	1.7%	4.5%

30 to 34 minutes	13.5%	15.6%	9.2%	16.0%
35 to 44 minutes	6.3%	7.0%	2.2%	9.4%
45 to 59 minutes	7.5%	7.5%	2.0%	15.1%
60 or more minutes	8.1%	6.2%	6.9%	13.8%
Mean travel time to work (minutes)	25.4	24.7	19.3	32.1
VEHICLES AVAILABLE				
Workers 16 years and over in households	138,075,756	2,678,221	17,813	124,616
No vehicle available	4.4%	3.1%	3.5%	2.5%
1 vehicle available	21.2%	23.6%	24.0%	21.4%
2 vehicles available	42.4%	44.4%	40.3%	49.8%
3 or more vehicles available	32.0%	28.8%	32.1%	26.2%

S0103: POPULATION 65 YEARS AND OVER
2007-2011 American Community Survey 5-Year Estimates

Subject	United States		Arizona		Gila County, Arizona		Pinal County, Arizona	
	Total	65 years and over	Total	65 years and over	Total	65 years and over	Total	65 years and over
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
SEX AND AGE								
Male	49.2%	42.9%	49.7%	45.5%	50.0%	47.8%	52.6%	48.7%
Female	50.8%	57.1%	50.3%	54.5%	50.0%	52.2%	47.4%	51.3%
Median age (years)	37.0	74.2	35.7	73.7	47.3	73.1	35.6	72.3
RACE, HISPANIC OR LATINO ORIGIN								
One race	97.5%	99.1%	97.3%	99.2%	97.8%	99.9%	96.9%	98.8%
White	74.1%	85.1%	78.7%	91.2%	79.1%	91.9%	75.7%	91.7%
Black or African American	12.5%	8.5%	4.0%	1.9%	0.4%	0.1%	4.3%	1.8%
American Indian and Alaska Native	0.8%	0.5%	4.4%	2.2%	14.7%	5.0%	5.4%	1.7%
Asian	4.7%	3.4%	2.7%	1.6%	0.2%	0.1%	1.7%	0.7%
Native Hawaiian and Other Pacific Islander	0.2%	0.1%	0.2%	0.1%	0.1%	0.2%	0.4%	0.0%
Some other race	5.1%	1.6%	7.3%	2.2%	3.4%	2.6%	9.3%	3.0%
Two or more races	2.5%	0.9%	2.7%	0.8%	2.2%	0.1%	3.1%	1.2%
Hispanic or Latino origin (of any race)	16.1%	6.8%	29.4%	10.8%	17.8%	10.5%	28.8%	10.6%
White alone, not Hispanic or Latino	64.2%	80.2%	58.2%	83.1%	65.9%	83.9%	58.3%	84.6%
RELATIONSHIP								
Householder or spouse	57.4%	89.2%	56.4%	89.6%	57.2%	89.1%	58.2%	92.4%
Parent	1.2%	5.5%	1.2%	4.8%	1.7%	4.6%	0.8%	3.1%
Other relatives	35.9%	3.6%	36.3%	3.2%	36.0%	5.0%	36.2%	1.9%
Nonrelatives	5.5%	1.8%	6.2%	2.4%	5.0%	1.3%	4.7%	2.6%
Unmarried partner	2.2%	0.7%	2.6%	1.2%	1.6%	0.8%	2.8%	1.5%
HOUSEHOLDS BY TYPE								
Family households	66.7%	53.5%	66.2%	57.0%	65.6%	60.5%	72.6%	63.0%
Married-couple family	49.3%	43.4%	49.0%	49.0%	50.3%	52.8%	56.2%	56.8%
Female householder, no husband present, family	12.7%	7.9%	12.1%	6.3%	11.7%	4.8%	11.0%	4.6%
Nonfamily households	33.3%	46.5%	33.8%	43.0%	34.4%	39.5%	27.4%	37.0%
Household living alone	27.3%	44.2%	26.8%	39.8%	29.4%	37.7%	22.2%	33.8%
MARITAL STATUS								
Now married, except	49.8%	54.3%	50.0%	59.8%	51.1%	63.4%	54.7%	67.0%

separated								
Widowed	6.1%	29.2%	5.5%	24.4%	8.2%	24.0%	5.3%	21.3%
Divorced	10.6%	10.8%	12.0%	11.7%	14.9%	9.4%	11.8%	8.8%
Separated	2.2%	1.1%	1.8%	0.9%	1.6%	0.4%	1.6%	0.7%
Never married	31.4%	4.6%	30.7%	3.2%	24.2%	2.9%	26.6%	2.2%
EDUCATIONAL ATTAINMENT								
Less than high school graduate	14.6%	23.2%	14.8%	17.3%	15.9%	19.6%	15.5%	16.8%
High school graduate, GED, or alternative	28.6%	34.3%	24.7%	29.1%	33.1%	32.1%	29.6%	33.2%
Some college or associate's degree	28.6%	21.8%	34.1%	29.5%	35.5%	30.7%	36.8%	29.8%
Bachelor's degree or higher	28.2%	20.7%	26.4%	24.1%	15.5%	17.6%	18.1%	20.2%
RESPONSIBILITY FOR GRANDCHILDREN UNDER 18 YEARS								
Living with grandchild(ren)	3.7%	4.8%	4.1%	4.4%	3.0%	2.5%	3.9%	3.8%
Responsible for grandchild(ren)	1.5%	1.2%	1.8%	1.3%	1.5%	0.5%	2.2%	1.8%
VETERAN STATUS								
Civilian veteran	9.6%	23.1%	11.4%	26.9%	14.0%	28.4%	13.0%	28.2%
EMPLOYMENT STATUS								
In labor force	64.7%	15.8%	61.7%	13.8%	45.8%	10.3%	53.1%	11.2%
Employed	59.1%	14.9%	56.2%	12.8%	42.4%	9.8%	47.9%	9.7%
Unemployed	5.6%	0.9%	5.5%	1.0%	3.4%	0.4%	5.3%	1.5%
Percent of civilian labor force	8.7%	5.9%	8.9%	7.1%	7.4%	4.2%	9.9%	13.5%
Not in labor force	35.3%	84.2%	38.3%	86.2%	54.2%	89.7%	46.9%	88.8%
INCOME IN THE PAST 12 MONTHS (IN 2011 INFLATION-ADJUSTED DOLLARS)								
With earnings	79.2%	34.2%	77.5%	30.8%	62.1%	26.5%	73.9%	27.4%
Mean earnings (dollars)	73,702	45,990	68,164	41,146	48,895	37,125	61,300	36,104
With Social Security income	27.9%	91.9%	29.1%	92.7%	44.6%	94.5%	32.9%	94.5%
Mean Social Security income (dollars)	16,213	17,546	17,079	18,563	17,848	19,142	17,757	19,309
With Supplemental Security Income	4.3%	5.7%	3.4%	4.4%	5.0%	2.1%	3.6%	3.5%

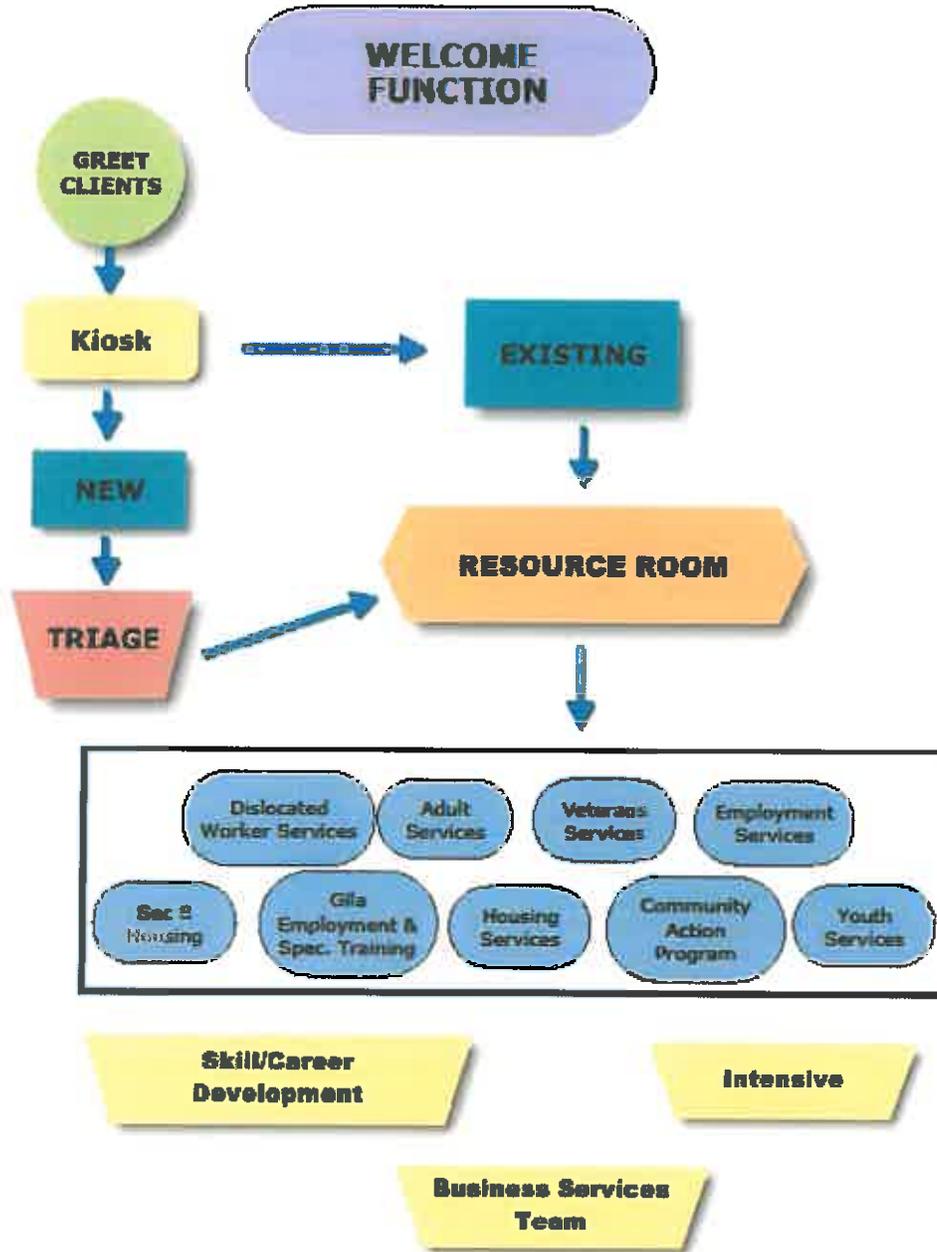
Mean Supplemental Security Income (dollars)	8,629	8,201	9,014	8,938	10,613	11,847	9,295	8,349
With cash public assistance income	2.6%	1.6%	2.4%	1.4%	3.2%	1.1%	2.7%	1.6%
Mean cash public assistance income (dollars)	3,729	3,677	3,441	3,988	3,943	3,336	3,710	3,235
With retirement income	17.5%	49.0%	19.0%	51.8%	30.5%	58.1%	22.7%	55.2%
Mean retirement income (dollars)	22,490	22,090	23,712	23,542	21,485	19,525	22,527	22,525
With Food Stamp/SNAP benefits	10.2%	6.8%	10.6%	5.2%	13.1%	3.3%	10.8%	4.4%
POVERTY STATUS IN THE PAST 12 MONTHS								
Below 100 percent of the poverty level	14.3%	9.4%	16.2%	8.2%	20.9%	7.2%	14.3%	8.1%
100 to 149 percent of the poverty level	9.2%	11.3%	10.3%	10.2%	11.8%	12.9%	10.2%	9.6%
At or above 150 percent of the poverty level	76.4%	79.3%	73.5%	81.6%	67.4%	79.8%	75.5%	82.3%
HOUSING TENURE								
Owner-occupied housing units	66.1%	78.9%	66.6%	84.0%	76.8%	89.5%	76.5%	90.7%
Renter-occupied housing units	33.9%	21.1%	33.4%	16.0%	23.2%	10.5%	23.5%	9.3%
Average household size of owner-occupied unit	2.68	1.90	2.66	1.88	2.53	2.04	2.61	1.88
Average household size of renter-occupied unit	2.45	1.48	2.62	1.52	2.93	1.67	2.93	1.52
SELECTED CHARACTERISTICS								
No telephone service available	3.1%	1.3%	3.9%	2.0%	7.6%	3.6%	4.1%	2.6%
1.01 or more occupants per room	3.2%	0.6%	4.3%	1.0%	2.8%	0.3%	3.3%	1.4%
OWNER CHARACTERISTICS								
Median value (dollars)	186,200	166,700	197,400	175,900	154,200	164,500	144,500	122,200
Median selected monthly owner costs with a mortgage (dollars)	1,560	1,267	1,520	1,187	1,194	1,185	1,462	1,193
Median selected monthly owner costs without a mortgage (dollars)	444	436	373	365	312	324	371	373

GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN THE PAST 12 MONTHS								
Less than 30 percent	52.3%	45.9%	52.3%	43.6%	55.4%	61.2%	53.6%	53.2%
30 percent or more	47.7%	54.1%	47.7%	56.4%	44.6%	38.8%	46.4%	46.8%
GROSS RENT								
Median gross rent (dollars)	871	700	881	801	697	722	924	617

APPENDIX D

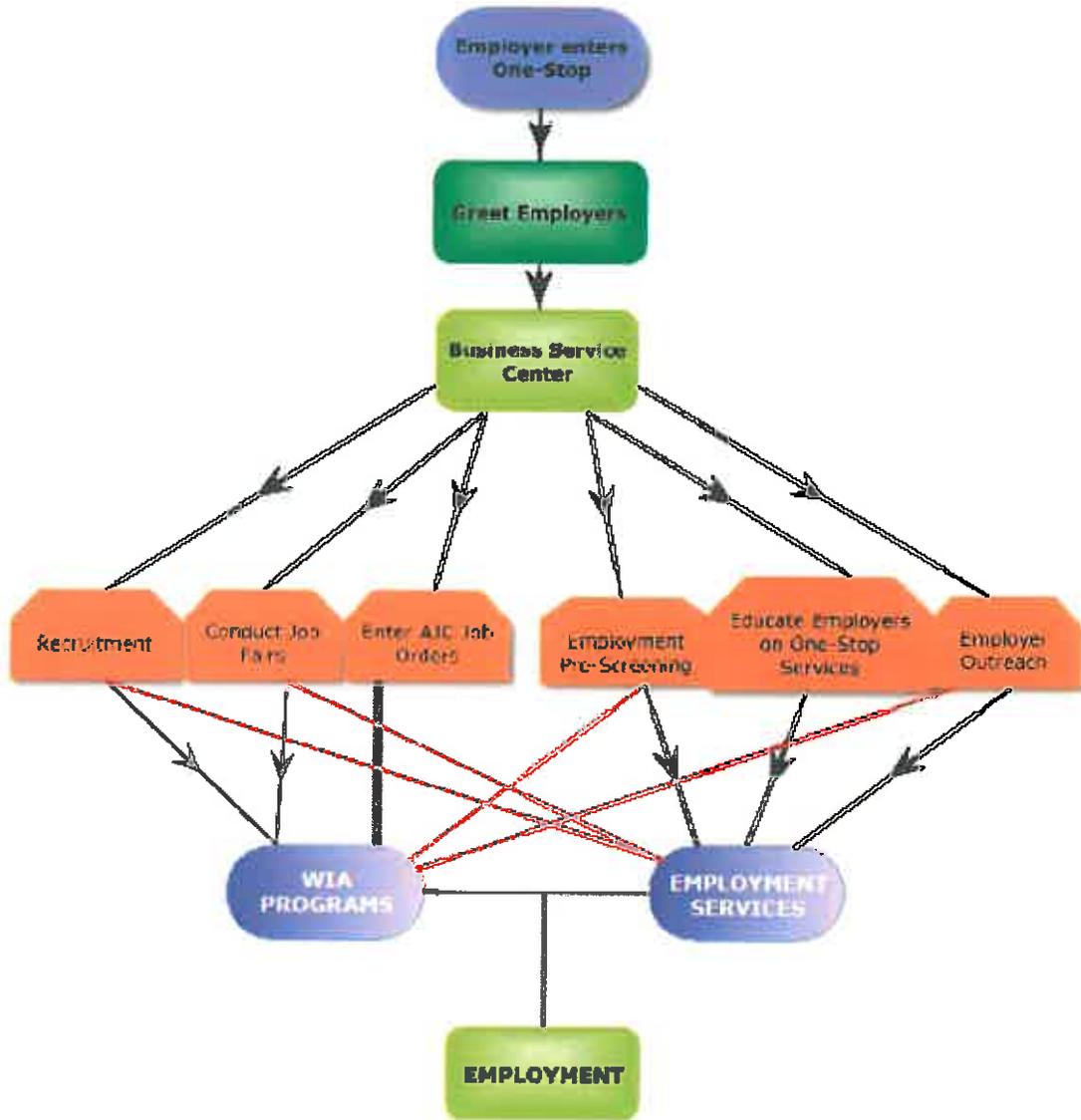
Client/Employer Flow Charts

Gila Comprehensive One-Stop Center
Gila-Pinal Workforce Investment Area



Gila/Pinal Workforce Investment Area
Comprehensive One-Stop Center

Employer Flow Chart



APPENDIX E

Chief Elected Official Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GILA COUNTY AND PINAL COUNTY REGARDING THE ADMINISTRATION
OF THE GILA/PINAL WORKFORCE INVESTMENT AREA**

This Intergovernmental Agreement ("Agreement"), hereinafter, referred to as, "Agreement", is entered into between Gila County, a body politic and corporate of the State of Arizona ("Gila") and Pinal County, a body politic and corporate of the State of Arizona ("Pinal") to establish the fiscal and administrative responsibilities for the Gila/Pinal Local Workforce Investment Area.

WHEREAS, the Workforce Investment Act (WIA) of 1998, hereinafter referred to as the Act of Public Law 105-220, 20 USC 9201, and federal rules and regulations (20CFR Part 652) was developed to implement the WIA, and authorize the expenditure of federal funds for job training programs in locally determined Workforce Investment Areas; and

WHEREAS, Gila and Pinal Counties Boards of Supervisors, respectively, established Gila and Pinal Counties as the Gila/Pinal Local Workforce Investment Area Consortium for the purpose of Section 116 of Workforce Investment Act (Public Law 105-220), hereinafter referred to as, "WIA" enacted on August 7, 1998;

THEREFORE, in consideration of the agreement of the parties hereinafter set forth, the Counties agree to the following:

SECTION ONE: Grant Recipient, Fiscal Agent, and Administrative Entity

1. Gila and Pinal Counties, through their boards of supervisors, respectively approve the designation of Gila County as Grant Recipient, Fiscal Agent, and Administrative Entity of the Gila/Pinal Workforce Investment Area with liability for said funds, pursuant to Section 117 (d)(3)(B)(I)(II) and (III) Workforce Investment Act (WIA).
2. The Gila County Board of Supervisors and the Pinal County Board of Supervisors shall appoint the board members of the Gila/Pinal Local Workforce Investment Area within their respective jurisdictions as required by the Workforce Investment Act.
3. Gila County, as Grant Recipient shall, under the authority of the Gila County Board of Supervisors and the Gila/Pinal Local Workforce Investment Board, develop program and grant budgets within the constraints of WIA and implement the same through contracts and subcontracts as is appropriate and necessary. Gila County provides services to Gila and Pinal Counties through the Gila County Division of Health and Community Services.
4. Gila County as Grant Recipient shall establish fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, Federal funds allocated to all programs, and said procedures shall ensure that all financial transactions carried out are conducted and records maintained in accordance with generally accepted accounting principles. Gila County, as Grant Recipient, shall comply with all applicable uniform cost principles and administrative requirements for grants and agreements included in the appropriate circulars and rules as promulgated by the federal

Office of Management and Budget, United States Department of Labor and the State of Arizona, Department of Economic Security (ADES), as applicable.

- Gila County, as Grant Recipient shall provide services in Gila and Pinal Counties to ensure effective programs which provide the most beneficial mix of services to eligible residents and private employers within the Gila/Pinal Local Workforce Investment Area, pursuant to Section 117 (d)(3)(B)(I)(II) and (III) Workforce Investment Act (WIA).

SECTION TWO: Modification and Termination

Gila County has been the Grant Recipient, Fiscal Agent and Administrative Entity since July 1, 2000, and shall remain in Grant Recipient for an indefinite period until either party to the Agreement, with the other's concurrence, desires to modify the Agreement.

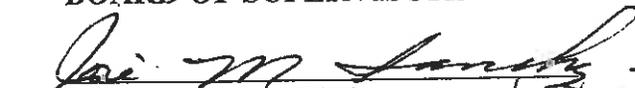
Either party may terminate the Agreement with 90 days notice to the other party. In the event that the existing Gila/Pinal Workforce Investment Area shall cease to exist or shall be terminated, this Agreement shall also be terminated as of the effective date of the termination of the Consortium between the Counties.

SECTION THREE: Governing Law

All matters governed by the Agreement shall be subject to the conflict of interest provisions of A.R.S. 38-501 through A.R.S. 38-511, as well as, such other relevant provisions in A.R.S. that are applicable to the planning, implementation and delivery of WIA services in the Gila/Pinal Workforce Investment Area and contained in the Strategic Two Year Local Workforce Investment Plan.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures to this Agreement on the dates below.

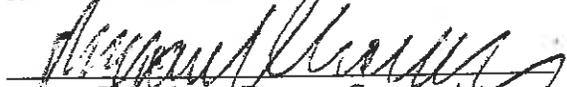
**GILA COUNTY
BOARD OF SUPERVISORS**


José M. Sanchez, Chairman 6/24/08

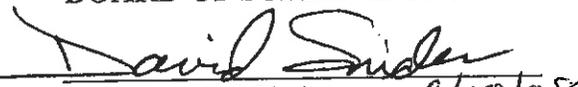
ATTEST:


Steven L. Besich, Clerk

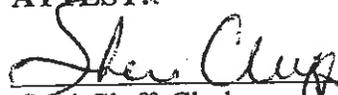
APPROVED AS TO FORM:


Bryan Chambers, Deputy County Attorney

**PINAL COUNTY
BOARD OF SUPERVISORS**

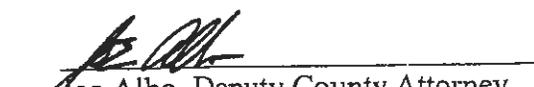

David Snider, Chairman 6/18/08

ATTEST:


Sheri Cluff, Clerk



APPROVED AS TO FORM:


Joe Albo, Deputy County Attorney

APPENDIX F

Chief Elected Official and Local Board Partnership Agreement

**Partnership Agreement
between
Gila County Board of Supervisors and Gila/Pinal Workforce Investment Board**

This Partnership Agreement is entered into between the Gila County Board of Supervisors and the Gila/Pinal Workforce Investment Board (WIB) to specify the relationship as required by the Workforce Investment Act of 1998 (Public Law No. 105-220) hereafter referred to as "WIA".

WHEREAS, Gila County has been designated as the local Grant Recipient, Fiscal Agent, and Administrative Entity of the Gila/Pinal Workforce Investment Area with liability for said funds, pursuant to Section 117 of the Workforce Investment Act (WIA);

WHEREAS, it is the responsibility of the Gila/Pinal Workforce Investment Board (WIB) to develop the local workforce investment plan, coordinate and conduct oversight of the Workforce Investment Act Programs and serve as an advisory to the Gila County Board of Supervisors;

WHEREAS, the WIB desires to deliver services to employers, veterans and employment opportunities to individuals will lead to maximum employment opportunities and enhance the self-sufficiency of economically disadvantaged in the region; and

WHEREAS, the purpose of this agreement is to provide a basis for cooperation and a partnership between Gila County Board of Supervisors and the WIB, which will lead to the success of the employment and training system within the Workforce Investment Area. This agreement envisions a future of cooperation and partnership that will contribute to overall economic prosperity of the region and its residents.

NOW, THEREFORE, Gila County Board of Supervisors and the WIB agree on the following terms and conditions:

The Gila/Pinal Workforce Investment Board and Gila County Board of Supervisors shall enter into a partnership agreement that at a minimum addresses the following as outlined in the Gila/Pinal Workforce Investment Board By-Laws:

- **Local Board Membership**
The WIA Section 117 (c) (1) authorizes the Board of Supervisors to appoint the members of the local board in accordance with the criteria established under Section (b) of the WIA and the guidelines. Board of Supervisors must appoint business representatives that meet the criteria established by the State Workforce Investment Board on behalf of the Governor.
- **Appointment.** The Gila/Pinal Workforce Investment Board shall be comprised of 51% of private business members and 49% public sector, who shall be appointed by the Gila or Pinal County Board of Supervisors. Members shall be appointed for terms of 4 years and may serve more than one term if voted on by the WIB. The Recommendations from the Gila/Pinal Workforce Investment Board will be submitted to the Gila or Pinal County

Equal Opportunity Employer/Program.

Auxiliary aids and services are available upon request to individuals with a disability

Board of Supervisors for review, approval and appointment within their respective jurisdictions. It is anticipated that the appointment by the Board of Supervisors shall take place within (120) days of the recommendation.

- **Expectations**

Each members of the WIB will attend four board meetings per year and sit on any sub-committee board if asked by the board chairman.

“Members will complete tasks assigned by the chair and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the WIB, including policy guidelines. Members+ are expected to assist each other in orientation and education related to GPWIB responsibilities.”

- **Removal/Resignation/Reasons for Dismissal**

If the Gila/Pinal Workforce Investment Board determines by a majority vote that a member should be removed, a vote is taken to remove the individual. Resignations by members shall be submitted in writing to the WIB chair. The WIB shall notify the Board of Supervisors in writing of the status change.

- **Attendance**

All WIB members are expected to attend regularly scheduled meetings. More than two consecutive unexcused absences by any member during any 12-month period may result in removal of the member of the WIB. A member’s absence is unexcused if the member fails to notify county staff in advance of a meeting. Four (4) excused absences, during a twelve (12) month period, shall also result in a WIB Executive Committee recommendation to terminate membership

All WIB members can phone into the regular scheduled board meeting via conference call. A cell phone call into a member’s phone maybe used in case the conference call is not available for the meeting.

Annual Board Meeting – missing more than 2 unexcused absences in a 12 month period shall warrant that the board member not be invited to attend the annual board meeting. The Executive Committee will review membership on a case-by-case basis.

- **Vacancies**

The WIB vacancies must be filled within 120 days of the vacancy. The Board of Supervisors in a local area is authorized to make all reappointments of members. Reappointments must be made within 120 days of the term expiration. In the event a vacancy cannot be filled within 120 days, a waiver must be submitted in writing to the Director of the State Workforce Investment Board with an explanation of why a vacancy was not filled in the 120 day timeframe and a description of the process underway to fill the vacancy.

- **At a minimum that the membership of the local board include:**
 1. private business sector;
 2. local educational representatives;
 3. labor representatives;
 4. community-based organizations;
 5. economic development;
 6. WIA adult, youth, dislocated worker program;
 7. Job Corps;
 8. Native American Programs;
 9. Veteran's workforce programs, migrant and seasonal farm worker programs, Wagner Peyser/TAA programs;
 10. Adult education and literacy;
 11. Vocational rehabilitation programs; and
 12. Senior community service employment activities.

- **Conflict of Interest**

The WIB shall follow Arizona law on Conflict of Interest law as set forth in Arizona Revised Statutes, Section 38-501 and Section 38-447. WIB members shall avoid both conflicts of interest and the appearance of conflicts of interest in the conduct of the WIB business.

If a potential conflict of interest arises, the affected WIB member must give notice before the WIB takes action. Such disclosure of potential conflict of interest including the source of conflict will be made part of the minutes of the meeting. The affected WIB member must refrain from discussing and/or voting on that issue.

All meeting of the Gila/Pinal Workforce Investment Board and its committees shall be in accordance with the Arizona Open Meeting Law (Arizona Revised Statutes, Section 38-43).

- **Modification and Termination**

This Agreement shall take effect upon signature of both parties, and shall remain in effect until terminated in accordance with this paragraph or until the Workforce Investment Act is otherwise dissolved. Any party may terminate this Agreement by giving a 90 day notice to the other party.

The Gila/Pinal Workforce Investment Area shall comply and adhered to the Gila/Pinal Workforce Investment Business Plan (2014-2017).

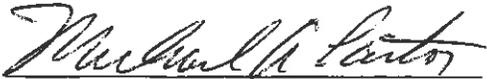
In partnership with the Board of Supervisors

- WIB sets policy for the portion of the Statewide Workforce Investment System within the local area.
- WIB develops the local workforce investment plan and performs the functions described in WIA Section 117(b).
- WIB conducts oversight of the One-Stop System, youth activities, adult activities, dislocated activities under the Workforce Investment Act.

- WIB selects the One-Stop Operators and an agreement is developed between the Board of Supervisors and the One-Stop Operators.
- WIB selects eligible youth service providers based on the recommendations of the youth council. WIB also identifies eligible providers of the adult and dislocated worker intensive and training services.
- WIB approves budgets for the purpose of carrying out the adult, youth, and dislocated worker programs, subject to the approval of the Board of Supervisors.
- WIB negotiates agreements on local performance measures.
- WIB coordinates workforce investment activities with economic development strategies and develops employer linkages.

IN WITNESS THEREOF, the parties hereto have affixed their signatures to this Agreement on the dates written below.

**GILA COUNTY BOARD
OF SUPERVISORS**


Michael A. Pastor, Chairman

3-18-2014
Date

**GILA/PINAL WORKFORCE INVESTMENT
BOARD**


Jeri Byrne, Chairman

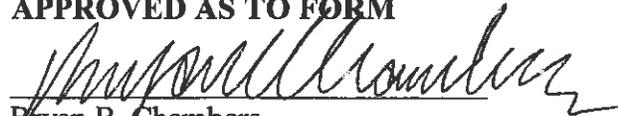
2/25/14
Date

ATTEST


Marian Sheppard, Clerk of the Board

3-18-2014
Date

APPROVED AS TO FORM


Bryan B. Chambers
Deputy Attorney Principal

3-18-2014
Date

APPENDIX G

Local Board and Designated One-Stop Operator Agreement

WORKFORCE INVESTMENT ACT ONE-STOP OPERATOR AGREEMENT
between the Consortium of
Gila County Community Services Division, Arizona Department of Economic Security
Wagner Peyser, and Portable Practical Education Preparation

WHEREAS, the Gila/Pinal Workforce Investment Board (WIB) has been appointed by the Gila County Board of Supervisors for purposes of the Workforce Investment Act of 1998 (WIA); and

WHEREAS, in accordance with Section 121 of the WIA and Section 662.400(c) of the WIA Rules and Regulations, the undersigned agree to form a consortium of partners to act as the One-Stop Center Operator; and

WHEREAS, a consortium of partners consisting of the Arizona Department of Economic Security, Employment Administration, Gila County Community Services Division, Portable Practical Education Preparation been designated by the WIB and Gila County Board of Supervisors as the Operator of the One-Stop System; and

WHEREAS, all parties have agreed that the purpose of this Agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System.

WHEREAS, the consortium has agreed to designate the director of the Gila County Community Services Division WIA Program as the lead agency for the consortium; and

WHEREAS, under the direction of the Gila/Pinal Workforce Investment Board, the Gila County Community Services Division has successfully administered Title 1B Programs and is designated as the lead agency of the Consortium. As the lead agency, Gila County Community Services Division will be responsible for the day-to-day operations, coordination, and management of the Comprehensive One-Stop Center.

Gila County Community Services Division will develop a mechanism for effective communication and coordination with the consortium partners.

NOW, THEREFORE IT IS MUTUALLY AGREED.

1. This Agreement shall commence on July 1, 2014 through June 30, 2015 and shall be renewed every two years unless the Partners terminate this agreement by mutual consent and with at least 30 days notice to the Board of Supervisors
2. The Gila/Pinal Workforce Investment Board shall ensure the WIB, its members, and its employees to not directly control or supervises the daily activities of its One-Stop Partners.

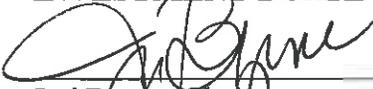
Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability

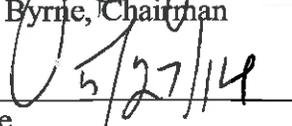
3. The One-Stop Operator and One-Stop Committee shall establish One-Stop Policies and Procedures for all One-Stops in the Gila/Pinal Workforce Investment Area. Operation procedures and protocols shall promote effective seamless service delivery for all one-stop partners. Site manager's responsibilities shall be defined in the policies.
4. The vision of the One-Stop System is to provide labor market information, business services, career development opportunities and education services for its customers – the job seekers and the employer community. The One-Stop Partners shall develop a flowchart that includes access to core, intensive and training activities.
5. One-Stop Partner meetings shall be held at least quarterly between the operator and other required partners to discuss services, customer flow, partner referrals, performance outcomes and other issues as appropriate.
6. Gila County Community Services Division shall develop a mechanism for effective communication and coordination with the consortium partners.

AUTHORIZED SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so by affixing their signatures.

GILA/PINAL WORKFORCE INVESTMENT BOARD



Jeri Byrne, Chairman


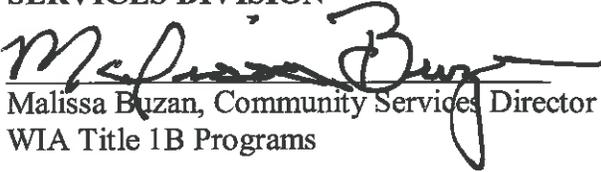
Date 5/27/14

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

Date

GILA COUNTY COMMUNITY SERVICES DIVISION



Malissa Buzan, Community Services Director
WIA Title 1B Programs
6-6-14

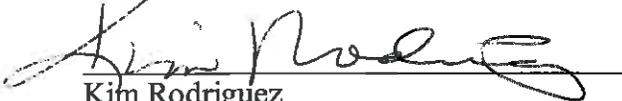
Date

ATTEST

Marian Sheppard, Clerk of the Board

Date

ARIZONA DEPARTMENT OF ECONOMIC SECURITY EMPLOYMENT SERVICES



Kim Rodriguez
Foreign Labor Certification Coordinator
ES Area Manager, Gila/Pinal/Yuma Counties
5/22/14

Date

APPROVED AS TO FORM

Bryan B. Chambers
Deputy Attorney Principal

Date



Kari Hogan
Chief Financial Officer
Portable Practical Education Preparation
5/20/14

Date

APPENDIX H

MOU and Resource Sharing Agreement

Workforce Investment Act One Stop Partner
Memorandum of Understanding with
the
Gila/Pinal Workforce Investment Area

I. Introduction

- a. This Memorandum of Understanding (hereinafter "MOU") establishes the terms and
- b. conditions among the undersigned partners of within the Gila/Pinal Workforce Investment Area system, (hereinafter "Partner (s)") in their efforts is to establish a cooperative working relationship between the parties and to define roles and responsibilities of all interested parties with respect to implementation of a One-Stop System.
- c. This MOU is to be consistent with the Local Workforce Area Business Plan submitted to the State Administrative Entity.
- d. All partners physically located in each of their comprehensive and affiliate One-Stop Centers and all required partners who may provide services through electronic means or formalized referral processes must be parties to this document.
- e. Local boards must designate an operator for their local area that will ensure oversight and seamless service delivery within each One-Stop Center.
- f. The designated operator for Gila/Pinal Workforce Investment Board is:

Gila County

II. Purpose of the Agreement

The purpose of this Memorandum of Understanding (MOU) is to improve the accessibility and quality of services made available to a shared customer pool.

To ensure parties to the MOU participate in the operation of the One-Stop system consistent with the terms of this MOU and requirements of WIA sec. 121(b)(1)(B).)

The Gila/Pinal Workforce Investment Board enters into this agreement to ensure that the principles outlined in this MOU are consistent with the Local Area Business Plan and State Administrative Policies.

III. One-Stop Center Locations and Operational Infrastructure

The Gila/Pinal Workforce System has two certified physical Comprehensive One-Stops and several Affiliate Sites. Two main Comprehensive One-Stops are located in Casa Grande in Pinal County and Globe in Gila County:

Arizona Workforce Connection
1015 E. Florence Blvd.
Casa Grande, AZ 85222
Hours of Operation:
8:00 am - 5:00 pm

Gila County Division of Community Services
5515 S. Apache Ave. Suite 200
Globe, AZ 85501
Hours of Operation:
8:00 am - 5:00 pm

Gila/Pinal Workforce Investment Board will ensure that partners are aware of the geographical area covered by this MOU. Partners will be aware of One-Stops and Access Points in the monthly Partner Meetings.

IV. Cost Sharing

Each Partner agrees to contribute proportionately (fair share) to the operational costs of the system (20 CFR §662.270). Each partner must contribute a fair share of the operating costs of the One-Stop delivery system proportionate to the use of the system by individuals attributable to the partner's program. (Job Corps and Senior Community Services do not participate in the shared resources).

The Resource Sharing is attached to this MOU and must include the following per the State One-Stop Service Delivery Policy:

a. Federal Cost Principles

Each partner must comply with the Federal Cost Principles set forth in the applicable Office of Management and Budget (OMB) Circulars.

- i. OMB Circular A-21 Cost Principles for Educational Institutions
- ii. OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
- iii. OMB Circular A-122 Cost Principles for Non-Profit Organizations

b. Identification of Operating Budget for One-Stop Delivery System

Attached the resource sharing agreement (RSA) outlining how services and operating costs of the system will be funded; methodology for cost sharing; and invoicing and payment processes.

c. Cost Allocation and Resource Sharing Methodology

The allocation methodologies used will be based on a measure of relative benefits received that will produce an equitable allocation of costs to the programs.

i. Payment System and Timeline

The payment system for those shared costs to operate the One-Stop Center is to be paid within thirty days from the first of the month due date to the One-Stop administration.

ii. Alteration Provisions

Should the partner want to alter the cost sharing arrangement based on the benefits derived, as indicated above there will be a minimum quarterly opportunity for re-negotiation.

iii. Audit Responsibilities

Each partner will have its program audited as required by its own legislative mandates and regulations. If a comprehensive audit is agreed to by the partners, each partner agrees to bear a proportionate share of the audit responsibilities based on their respective dollars contributed, otherwise, the partners with the record keeping responsibility shall bear the cost of the audit.

The contributions of partners may also consist of cash resources, or a mixture of cash and non-cash resources.

To promote efficiency and optimal performance, partner contributions for the costs of the system may be reevaluated annually through the MOU process.

V. Functional Alignment and Oversight

Functional alignment is both an opportunity and a tool to effectively streamline customer service delivery, capitalize on the strengths of staff and technology to deliver services, and thereby reduce duplication.

Gila/Pinal Workforce Investment Board will ensure the functional management structure incorporated into each comprehensive one-stop center through the One-Stop Operators per State Service Integration Policy and described in the Local Business Plan:

Welcome Team is to engage each customer, ensuring their return to participate in further job search and skills development services as needed. The Welcome Team accomplishes these tasks through small group, instructor-led orientation sessions where customers are encouraged to speak openly about their reasons for seeking One-Stop assistance and the goals they wish to achieve.

Skills and Career Development Team is to transform the One-Stop system from an informational to an assessment and skills identification system. At this service level, the team provides customers access to both preliminary and in-depth assessment tools to bring about a greater awareness of their basic aptitudes (e.g. TABE for math, English, and reading level determinations), as well as occupational skills and work interests. Additionally, this service level focuses on identifying individual barriers that may affect a customer's ability to seek self-sufficient employment or complete training leading to self-sufficiency.

Site Managers in the comprehensive One-Stop sites in Globe and Casa Grande will be co-managed by WIA and Wagner Peyser senior staff. These Site Managers will be responsible for oversight of the day-to-day operations of the comprehensive One-Stops.

Workforce Partner Supervision will be conducted by the Co-Managers will ensure the One-Stop Centers comply with the business plan and remain an efficient, effective delivery system of workforce services. They play an integral role in collaborating with the LWIB so that all decisions are made in the best interest of the LWIA and in compliance with local, state, and federal policies.

VI. Business Services

Business Services function will be coordinated to build relationships with employers through regional initiatives including but not limited to sector partnerships and business alliances and will identify opportunities to address the human resource needs of employers. They are expected to develop and maintain relationships with local business owners by helping them locate resources to expand their workforce, as well as their business opportunities.

VII. Customer Satisfaction

The accountability system should measure the success of the One-Stop Delivery system in ensuring businesses and workforce development participants are highly satisfied with workforce development services. This will be done with surveys and the results will be shared with partners.

VIII. Performance Accountability

All partners agree to meet quarterly to exchange information about performance goals and the attainment of those goals by the partners. Partners will develop strategic plans on how to assist each other in meeting those performance goals whenever possible.

Establish shared success indicators for business and individual customers, operating strategies and procedures, and customer flow for an effective seamless service delivery.

The Comprehensive One-Stop Centers will ensure continuous improvement will be a focal point in evaluating the One-Stop Center's ability to meet customer expectations.

Partners will be held accountable for performance as specified within their scope of work.

IX. Referral Process/Methods Between Organizations

Each comprehensive One-Stop Center will utilize a customer flow model as outlined in the local business plan.

a. Referral Point of Contact for each organization

All staff will be required to attend cross training involving each partner program in the One-Stop Centers. In addition to cross training, staff receives updates on state and federal policies affecting One-Stop operations and ongoing training in customer service. A Comprehensive One-Stop Information Guide has been developed and is utilized for each site in Gila and Pinal Counties.

Malissa Buzan
Director Community Services
Community Action Program
Housing Assistance Program/Weatherization Assistance Program
Phone: 928-425-7631
Fax: 928-425-9468
mbuzan@gilacountyaz.gov

Kim Rodriquez
Employment Services Area Manager
Phone: 520-374-3095
Fax: 520-374-3025
krodriquez@azdes.gov

Linda Martinez
Workforce Development Specialist
PPEP
Phone: 520-374-3090
Fax 520-374-3025
lmartinez@ppep.org

Christina Throop
WIA Program Manager
WIA Dislocated Worker Program
Phone: 928-425-7631
Fax: 928-402-4350
cthroop@gilacountyaz.gov

Lee French
WIA Adult Program Manager
Phone: 928-425-5651
Fax: 928-425-9468
lfrench@cag.gov

Julie Leonard
WIA Youth Program Coordinator
Phone: 520-494-6058
Fax: 520-494-6055
julie.leonard@centralaz.edu

Joan Moore
Senior Community Services
Phone: 520-836-2758
Fax: 520-421-2033
joanm@pjsc.org

Brad McCormick
Fred G. Acosta CDSS Director
Job Corps
Phone: 520-879-9182
Fax: 520-879-9186
Mccormick.brad@jobcorps.org

b. Co-enrollment

The partners agree to co-enroll participants in multiple partner programs wherever appropriate and as eligibility and other program regulations allow. The objective of such co-enrollment is to broaden the service options for participants and to respond to unmet training, supportive services, and placement support needs.

Targeted Population to receive Priority of Services:

- Unemployed, long-term unemployed or under employed
- Dislocated Workers
- Low income
- Migrant and Seasonal Farmworkers
- Veterans
- Reemployment Assistance (REA)
- Homeless individuals
- Ex-offenders
- Older Workers
- Individuals training for non-traditional employment
- Individuals with multiple challenges to employment.

c. Appointment Scheduling

The partners agree to coordinate scheduling activities to facilitate customer flow and service among partners.

X. Staff Development/Capacity Building

Customers are to receive seamless services in a One-Stop environment; all partners in the system will understand each partner organization, their services and their goals. Cross-training, coupled

Gila/Pinal Workforce Investment Area is in the process of developing a new website, which will also serve as a marketing tool to expand the area's reach electronically. The site will offer workforce news of interest and a calendar of events and activities including job fairs and veterans' events.

XII. Duration of the Agreement

This MOU will commence on July 1, 2014 and shall remain in effect until June 30, 2015.

XIII. Confidentiality

The partners agree to share customer information only for the benefit and with the expressed and informed consent of the participant and – if applicable - the participant's parent or guardian.

XIV. Dispute Resolution Process

It is expected One-Stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and functioning of the One-Stop System is impaired, those One-Stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures if state or federal law and regulations allow it:

- a. If the partners are unable to resolve a dispute to the satisfaction of the member who are parties to the dispute, the complaint shall be submitted in writing to the Workforce Development Committee within 15 days of the initial dispute.
- b. The Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the Workforce Development Committee shall prepare a response to the complaint within 30 days.
- c. If any party to the dispute is not satisfied with the decision of the Workforce Development Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties in dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

The WIA Program Manager has the responsibility to review each complaint in accordance with local, state, and federal guidelines and ensure appropriate action is taken. WIA Program Manager will ensure all partners are properly trained. Procedures for a client complaint:

Any partner staff can receive a customer complaint. Phone calls, faxes, e-mails, and letters are forms of customer complaints:

- a. **Grievances, Complaints and Appeals**
 1. A grievance or complaint is a written description of an alleged violation of the WIA, dated and signed by an interested party. An appeal is any written, dated, and signed communication by an interested party expressing their intent to appeal any action or inaction with respect to a grievance or complaint to a higher level. Any action pursuant to the original decision is stayed until a final decision is made by the State.
 2. The freedom to file a complaint or appeal may not be limited or interfered with in any way.
 3. Of interested parties in connection with complaints or appeals may not be limited or interfered with in any way.
 4. The local area will make reasonable efforts to assure that the information will be understood by affected participants and other individuals, including youth and

those who are limited-English speaking individuals. Such efforts will comply with the language requirements specified in 29 CFR 37.35 regarding the provision of services and information in languages other than English.

- b. Right to Grieve, Complain or Appeal
 - 1. Any interested person has a right to file a grievance or complaint.
 - 2. Any complaint relating to a term or condition of employment shall be filed under the employer's established grievance procedures.
 - 3. All other complaints shall be initiated at the recipient level.
- c. Time Limitations
 - 1. Complaints under this section shall be filed within one year of the alleged occurrence.
- d. Time Computation, Filing and Receipt
 - 1. For purposes of these procedures, any compliant, appeal, applications, request, notice, objection, petition, report or other information is considered received and filed timely:
 - 2. If transmitted via the United States Postal Service on the date it is mailed as shown by the postmark, or in the absence of a postmark the postage meter mark, on the envelope in which it is received; or
 - 3. If not postmark or postage meter marked, or if the mark is illegible, on the date it is actually received.
 - 4. If transmitted by any means other than the United States Postal Service on the date it is actually received.
 - 5. If a delay in filing is due to an error or misinformation by the organizations or person with whom the complaint or appeal is filed, the time limitation shall be adjusted in a manner equitable to the complainant.
 - 6. Any reference to "days" is interpreted as calendar days. In computing any period of time, the date of the act, event or default is not included. The last day of the period computed is counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- e. Hearings
 - 1. An impartial Hearing Office will hear complaints at the local level.

XV. Indemnification/Hold Harmless

Each party hereby agrees to indemnify, defend and hold harmless all other parties identified in section I above of this MOU from and against all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XVI. Non-participation by a required partner

If a required partner elects not to participate, that partner may not be represented on the Gila/Pinal Workforce Investment Board. All efforts must be made to meet and confer and to come to agreement on the issue(s) involved. Alternative representative(s) must be sought which represent the required partner or funding stream.

XVII. Severability Clause

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and respective successors and assigns where permitted by this Agreement.

XVIII. Insurance

All parties agree to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XIX. Assurance and Non-Discrimination Clause

The WIB and the identified partners herein described as parties to this MOU accept the assurances and certifications identified in this section. Through the signing of this MOU, the parties agree to the provision contained in each of the documents identified below and incorporated by reference into this agreement.

- a. Assurances - Non-Construction Programs
- b. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction
- c. Certifications Regarding Lobbying, Debarment, Suspension, Drug-Free Workplace
- d. Certification of Release of Information
- e. Nondiscrimination of Equal Opportunity Requirements of WIA

Specifically during the performance of this MOU, the parties shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or sexual orientation. The parties also agree to abide by the provisions of Executive Order 11246 on nondiscrimination and, accordingly, will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disability or national origin.

Nothing herein shall be construed as obligating the parties to expend funds or be construed as involving the parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

XX. Disabilities Services

Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this agreement will assure that the following is provided, to the extent possible, in the One-Stop delivery system.

- a. One-Stop center facilities that are programmatically and architecturally accessible;
- b. Program access for individuals with disabilities;
- c. Reasonable accommodations for individuals with disabilities.

Ensure all parties to this MOU agree to abide by the provisions outlined in the Workforce Investment Act Section 188 "Nondiscrimination".

XXI. Whole Document

There are no other agreements or understandings, written or oral, between the undersigned other than as set forth herein. This MOU shall not be modified or amended except by a written document executed by both parties to this MOU pursuant to the terms for amending the document set forth herein above.

XXII. Data Access

Records of common clients who receive services funded through Wagner-Peyser, Title 1B or other USDOL funded employment programs, who also receive services from a partner program, will be maintained in a workforce case management and reporting system provided by the Department of Economic Security.

Partners who wish to obtain access to workforce case management and reporting system may do so under terms and conditions of this Memorandum of Understanding if the following conditions are met:

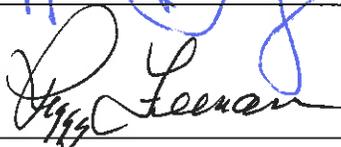
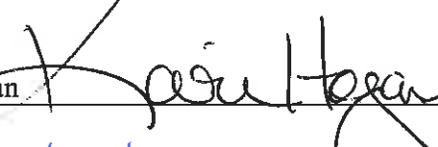
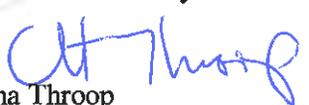
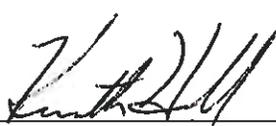
- a. The partner is responsible for all costs associated with data access.
- b. The partner agrees to adhere to state and local policies governing confidentiality, data usage, and standards for data entry
- c. Each partner staff member who requires access will follow the security access procedures established by the Department of Economic Security and sign the appropriate data access forms prior to receiving access.

XXIII. Signatures

A Partner is an entity which receives a grant or administers a program for job seeker or employer participants of the Workforce Investment system, whether at a One-Stop Center or at another location. Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR§662.200. Additional Partners to this Agreement may be so designated by the local Workforce Investment Board.

Signature of Partner Organizations/Date:

Representing:

Malissa Buzan 	Community Action Program Housing Assistance Program/ Weatherization Assistance Program
Peggy Feenan 	ADES Employment Services
Kari Hogan 	Portable Practical Educational Preparation (PPEP)
Christina Throop 	WIA Dislocated Worker Program
Ken Hall 	Central Arizona Governments (CAG) WIA Adult Program
Chris Wodka 	Central Arizona College (CAC) WIA Youth Program
Lyann Schultz	Manpower
Carl Rosborough 	Job Corps
Olivia Guerrero 	Senior Community Services

X. Signatures

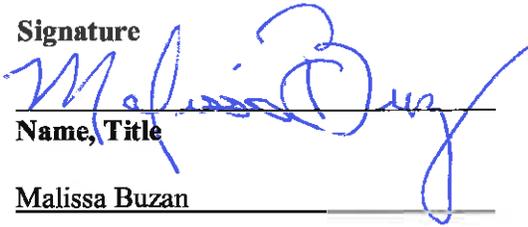
A Partner is an entity which receives a grant or administers a program for job seeker or employer participants of the Workforce Investment system, whether at a One-Stop Center or at another location. Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR§662.200. Additional Partners to this Agreement may be so designated by the local Workforce Investment Board.

Signature of Partner Organizations/Date:	Representing:
Malissa Buzan	Community Action Program Housing Assistance Program/ Weatherization Assistance Program
Peggy Feenan	ADES Employment Administration
Kari Hogan	Portable Practical Educational Preparation (PPEP)
Christina Throop	WIA Dislocated Worker Program
Ken Hall	Central Arizona Governments (CAG) WIA Adult Program
Chris Wodka	Central Arizona College (CAC) WIA Youth Program
 Lyann Schultz	Manpower
Carld Rosborough	Job Corps
Olivia Guerrero	Senior Community Services

Title IB Operator

Chair Local Workforce Investment Board

Signature



Name, Title

Malissa Buzan

Director

Agency/Organization Name

Gila County Community Services
Address

5515 S Apache Ave . Suite 200

City, State, Zip

Globe, AZ 85501

Telephone Number

928-425-7631

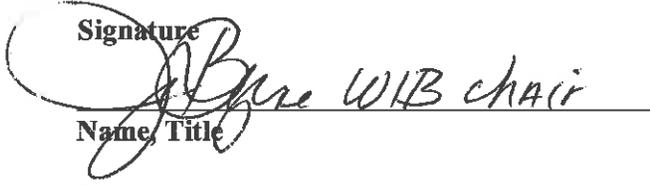
Fax Number

928-425-9468

Email Address

mbuzan@gilacountyaz.gov

Signature



Name, Title

Jeri Byrne

Director

Agency/Organization Name

Eastern Arizona Education Center
Address

5860 S. Hospital Drive, Suite 115

City, State, Zip

Globe, AZ 85501

Telephone Number

928-402-8054

Fax Number

Email Address

jbyrne@cableone.net

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Community Action Program** and **Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **Community Action Program** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Community Action Program** shall make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

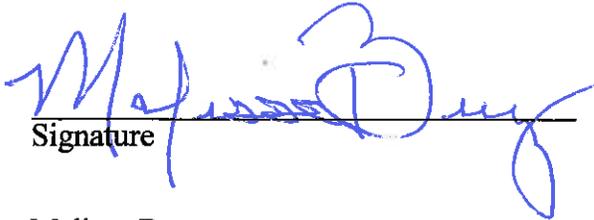
VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
Community Action Program

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board


Signature

Signature

Malissa Buzan
Printed Name

Michael Pastor
Printed Name

Director Community Services
Title

Chairman, Gila County Board of Supervisors
Title

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80	96				
OFFICE SQUARE FT	80	96	120	80	48	64	48	48	544
OFFICE SQUARE FT	86	96	120	80	59		48	74	546
OFFICE SQUARE FT			80	80					441
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					160
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			96	160					128
TOTAL:	246	272	640	720	203	64	96	122	2363

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
COMMON AREA	197	223	525	590	167	52	79	100	1933
OFFICE/CUBICLE EXPENSES:	240	272	640	720	203	64	96	122	2357
Total square footage	437	495	1165	1310	370	116	175	222	4290
\$ per square footage	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59
MONTHLY AMOUNTS	\$695	\$787	\$1,852	\$2,083	\$588	\$184	\$278	\$353	\$6,821
X 12 MONTHS:	\$ 8,338	\$ 9,444	\$ 22,224	\$ 24,996	\$ 7,056	\$ 2,212	\$ 3,336	\$ 4,236	\$ 81,852

**Globe One-Stop Location
Shared Costs**

Shared Resources	Yrly Cost	Mthly Cost	CAP		GEST	WAP/HAP	DW	WIB	CAG	CAC	DES
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Office Space	\$ 81,840.00	\$ 6,820.00	\$ 695.00	\$ 787.00	\$ 1,852.00	\$ 2,083.00	\$ 588.00	\$ 278.00	\$ 184.00	\$ 353.00	
Common Areas	\$ 10,000.00	\$ 845.34	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 12.00	\$ 76.75	
Phones/Internet/Fax	\$ 30,800.00	\$ 2,816.35	\$ 363.00	\$ 363.00	\$ 603.00	\$ 683.00	\$ 153.00	\$ 263.00	\$ 153.00	\$ 235.35	
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 100.00	\$ 50.00	\$ 165.78	
Monthly's Costs		\$ 12,281.69	\$ 1,421.40	\$ 1,504.45	\$ 3,036.97	\$ 3,638.95	\$ 886.44	\$ 663.92	\$ 399.00	\$ 830.88	
Annual Costs	\$ 144,240.00	\$ 18,472.00	\$ 17,056.80	\$ 18,053.40	\$ 36,443.64	\$ 43,667.40	\$ 10,637.28	\$ 7,967.04	\$ 4,788.00	\$ 9,970.56	

TOTAL COMMON AREA 1933
TOTAL OFFICE SPACE 2357
TOTAL SQUARE FEET 4290

COMMON AREAS ONE STOP

CONFERENCE ROOM 565
RECEPTION 481
BATHROOM-PUBLIC 62
BATHROOM-PRIVATE 170
SERVER ROOM 214
RESOURCE ROOM 321
TELEPHONE ROOM 120
TOTAL COMMON AREA 1933

DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAG 96	4.07%	79
WIB 203	8.61%	166
DW 720	30.55%	590
HAP/WAP 640	27.15%	525
GEST 272	11.54%	223
DES 122	5.18%	100
CAP 240	10.18%	197
CAC 64	2.72%	52
TOTAL 2357	100%	1933

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Housing Assistance Program/Weatherization Assistance Program** and **Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **Housing Assistance Program/Weatherization Program** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Housing Assistance Program/Weatherization Assistance Program** will make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

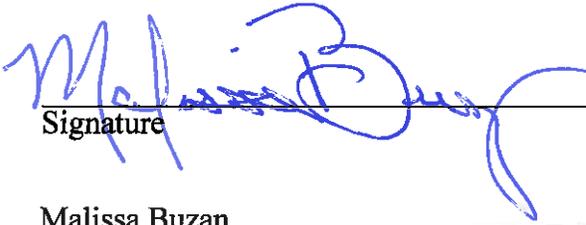
VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
Housing Assistance Program
Weatherization Assistance Program

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board


Signature

Signature

Malissa Buzan
Printed Name

Michael Pastor
Printed Name

Director Community Services
Title

Chairman, Gila County Board of Supervisors
Title

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80	96				
OFFICE SQUARE FT	80	96	120	80	48	64	48	48	544
OFFICE SQUARE FT	86	96	120	80	59		48	74	546
OFFICE SQUARE FT			80	80					441
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					180
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			96	160					128
TOTAL:	246	272	640	720	203	64	96	122	2363

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
COMMON AREA	197	223	525	590					
OFFICE/CUBICLE EXPENSES:	240	272	640	720	167	52	79	100	1933
					203	64	96	122	2357
Total square footage	437	495	1165	1310	370	116	175	222	4200
\$ per square footage	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59
MONTHLY AMOUNTS	\$695	\$787	\$1,852	\$2,083	\$588	\$184	\$278	\$353	\$6,821
X 12 MONTHS:	\$ 8,338	\$ 9,444	\$ 22,228	\$ 24,996	\$ 7,060	\$ 2,210	\$ 3,338	\$ 4,236	\$ 81,353

**Globe One-Stop Location
Shared Costs**

Shared Resources	Yrly Cost	Mthly Cost	CAP		GEST	WAP/HAP	DW	WIB	CAG	CAC	DES
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Office Space	\$ 81,840.00	\$ 6,820.00	\$ 695.00	\$ 787.00	\$ 1,852.00	\$ 2,083.00	\$ 588.00	\$ 278.00	\$ 184.00	\$ 353.00	
Common Areas	\$ 10,000.00	\$ 846.34	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 12.00	\$ 76.75	
Phones/Internet/Fax	\$ 30,800.00	\$ 2,816.35	\$ 363.00	\$ 363.00	\$ 603.00	\$ 683.00	\$ 153.00	\$ 263.00	\$ 153.00	\$ 235.35	
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 100.00	\$ 50.00	\$ 165.78	
Monthly's Costs		\$ 12,281.89	\$ 1,421.40	\$ 1,504.45	\$ 3,036.97	\$ 3,638.95	\$ 886.44	\$ 663.92	\$ 399.00	\$ 830.88	
Annual Costs	\$ 144,240.00	\$ 18,472.00	\$ 17,056.80	\$ 18,053.40	\$ 36,443.64	\$ 43,667.40	\$ 10,637.28	\$ 7,967.04	\$ 4,788.00	\$ 9,970.56	

TOTAL COMMON AREA 1933
TOTAL OFFICE SPACE 2357
TOTAL SQUARE FEET 4290

COMMON AREAS ONE STOP

CONFERENCE ROOM 565
RECEPTION 481
BATHROOM-PUBLIC 62
BATHROOM-PRIVATE 170
SERVER ROOM 214
RESOURCE ROOM 321
TELEPHONE ROOM 120
TOTAL COMMON AREA 1933

	DEDICATED SQ. FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAG	96	4.07%	79
WIB	203	8.61%	166
DW	720	30.55%	590
HAP/WAP	640	27.15%	525
GEST	272	11.54%	223
DES	122	5.18%	100
CAP	240	10.18%	197
CAC	64	2.72%	52
TOTAL	2357	100%	1933

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Gila Employment and Special Training Program** and **Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **Gila Employment and Special Training Program** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Gila Employment and Special Training Program** will make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80	96				
OFFICE SQUARE FT	80	96	120	80	48	64	48	48	544
OFFICE SQUARE FT	86	96	120	80	59		48	74	546
OFFICE SQUARE FT			80	80					441
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					160
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			96	160					128
TOTAL:	248	272	640	720	203	64	96	122	2363

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
COMMON AREA	197	223	525	590	167	52	79	100	1933
OFFICE/CUBICLE EXPENSES:	240	272	640	720	203	64	96	122	2357
Total square footage	437	495	1165	1310	370	116	175	222	4290
\$ per square footage	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59
MONTHLY AMOUNTS:	\$695	\$787	\$1,852	\$2,083	\$588	\$184	\$278	\$353	\$6,821
X 12 MONTHS	\$ 8,338	\$ 9,445	\$ 22,228	\$ 24,996	\$ 7,060	\$ 2,213	\$ 3,339	\$ 4,236	\$ 81,853

**Globe One-Stop Location
Shared Costs**

Shared Resources	Yrly Cost	Mthly Cost	CAP							
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Office Space	\$ 81,840.00	\$ 6,820.00	\$ 695.00	\$ 787.00	\$ 1,852.00	\$ 2,083.00	\$ 588.00	\$ 278.00	\$ 184.00	\$ 353.00
Common Areas	\$ 10,000.00	\$ 845.34	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 12.00	\$ 76.75
Phones/Internet/Fax	\$ 30,800.00	\$ 2,816.35	\$ 363.00	\$ 363.00	\$ 603.00	\$ 683.00	\$ 153.00	\$ 263.00	\$ 153.00	\$ 235.35
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 100.00	\$ 50.00	\$ 165.78
Monthly's Costs		\$ 12,281.69	\$ 1,421.40	\$ 1,504.45	\$ 3,036.97	\$ 3,638.95	\$ 886.44	\$ 663.92	\$ 399.00	\$ 830.88
Annual Costs	\$ 144,240.00	\$ 18,472.00	\$ 17,056.80	\$ 18,053.40	\$ 36,443.64	\$ 43,667.40	\$ 10,637.28	\$ 7,967.04	\$ 4,788.00	\$ 9,970.56

TOTAL COMMON AREA 1933
TOTAL OFFICE SPACE 2357
TOTAL SQUARE FEET 4290

COMMON AREAS ONE STOP	DEDICATED SQ FT.	% DED.	C. AREA SQ. FT
RECEPTION	203	8.61%	166
BATHROOM-PUBLIC	720	30.55%	590
BATHROOM-PRIVATE	640	27.15%	525
SERVER ROOM	272	11.54%	223
RESOURCE ROOM	122	5.18%	100
TELEPHONE ROOM	240	10.18%	197
TOTAL COMMON AREA	64	2.72%	52
	TOTAL	100%	1933

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the Gila/Pinal Workforce Investment Area One-Stop Delivery System serving employers, job seekers and those seeking career advancement in Gila and Pinal County. Through this Agreement, as part of the Memorandum of Understanding between Arizona Department of Economic Security Employment Services and Gila/Pinal Workforce Investment Board, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **Arizona Department of Economic Security Employment Services** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Arizona Department of Economic Security Employment Services** shall make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the ne-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
Arizona Department of Economic Security_
Employment Services

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board


Signature

Signature

Peggy Feenan
Printed Name

Michael Pastor
Printed Name

Deputy Administrator Employment Administration
Title

Chairman, Gila County Board of Supervisors
Title

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80	96	64	48	48	544
OFFICE SQUARE FT	80	96	120	80	48		48	74	546
OFFICE SQUARE FT	86	96	120	80	59				441
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			96	160					256
TOTAL:	246	272	640	720	203	64	96	122	2363

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
COMMON AREA	197	223	525	590	167	52	79	100	1933
OFFICE/CUBICLE EXPENSES:	240	272	640	720	203	64	96	122	2357
Total square footage:	437	495	1165	1310	370	116	175	222	4200
\$ per square footage	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59
MONTHLY AMOUNTS	\$695	\$787	\$1,852	\$2,083	\$588	\$184	\$278	\$353	\$6,821
X 12 MONTHS:	\$ 8,338	\$ 9,445	\$ 22,228	\$ 24,995	\$ 7,060	\$ 2,213	\$ 3,339	\$ 4,236	\$ 81,853

**Globe One-Stop Location
Shared Costs**

Shared Resources	Yrly Cost	Mthly Cost	CAP	GEST	WAP/HAP	DW	WIB	CAG	CAC	DES
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Office Space	\$ 81,840.00	\$ 6,820.00	\$ 695.00	\$ 787.00	\$ 1,852.00	\$ 2,083.00	\$ 588.00	\$ 278.00	\$ 184.00	\$ 353.00
Common Areas	\$ 10,000.00	\$ 845.34	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 12.00	\$ 76.75
Phones/Internet/Fax	\$ 30,800.00	\$ 2,816.35	\$ 363.00	\$ 363.00	\$ 603.00	\$ 683.00	\$ 153.00	\$ 263.00	\$ 153.00	\$ 235.35
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 100.00	\$ 50.00	\$ 165.78
Monthly's Costs		\$ 12,281.69	\$ 1,421.40	\$ 1,504.45	\$ 3,036.97	\$ 3,638.95	\$ 886.44	\$ 663.92	\$ 399.00	\$ 830.88
Annual Costs	\$ 144,240.00	\$ 18,472.00	\$ 17,056.80	\$ 18,053.40	\$ 36,443.64	\$ 43,667.40	\$ 10,637.28	\$ 7,967.04	\$ 4,788.00	\$ 9,970.56

TOTAL COMMON AREA 1933
TOTAL OFFICE SPACE 2357
TOTAL SQUARE FEET 4290

COMMON AREAS ONE STOP
CONFERENCE ROOM 565
RECEPTION 481
BATHROOM-PUBLIC 62
BATHROOM-PRIVATE 170
SERVER ROOM 214
RESOURCE ROOM 321
TELEPHONE ROOM 120
TOTAL COMMON AREA 1933

DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAG 96	4.07%	79
WIB 203	8.61%	166
DW 720	30.55%	590
HAP/WAP 640	27.15%	525
GEST 272	11.54%	223
DES 122	5.18%	100
CAP 240	10.18%	197
CAC 64	2.72%	52
TOTAL 2357	100%	1933

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Casa Grande Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAG	WIB	DW	MANPOWER	ADES	PPEP		TOTAL
OFFICE SQUARE FT.	120	105	100	100	120	100		645
OFFICE SQUARE FT.	100	75	74		64			313
OFFICE SQUARE FT.		96	125		64			285
OFFICE SQUARE FT.		64	100		64			228
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					100			100
TOTAL:	220	340	399	100	796	100		1955

DEPARTMENT NAME:	CAG	WIB	DW	MANPOWER	ADES	PPEP		TOTAL
COMMON AREAS	406	627	736					
OFFICES	220	340	399	184	1467	184		3604
				100	796	100		1955
\$ per square footage	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00		
TOTAL SQ FOOTAGE	626.0	967.0	1135.0	284.0	2263.0	284.0		
YEARLY COST	\$13,146.00	\$20,307.00	\$23,835.00	\$5,964.00	\$47,523.00	\$5,964.00		\$116,739.00
MONTHLY COST	\$1,095.50	\$1,692.25	\$1,986.25	\$497.00	\$3,960.25	\$497.00		\$9,728.25

**Casa Grande One-Stop Location
7/1/2014**

Allocation Basis	Yrly Cost	Mthly Cost	DW	WIB	MANPOWER	ADES	PPEP	CAG	Amount
			Amount	Amount	Amount	Amount	Amount	Amount	
Offices	\$ 41,055.00	\$ 3,421.25	\$698.25	\$ 595.00	\$ 175.00	\$ 1,393.00	\$ 175.00	\$ 385.00	\$ 3,421.25
Common Areas	\$ 75,684.00	\$ 6,307.00	\$ 1,288.00	\$ 1,097.25	\$ 322.00	\$ 2,567.25	\$ 322.00	\$ 710.50	\$ 6,307.00
TOTAL MONTHLY COST		\$ 9,728.25	\$ 1,986.25	\$ 1,692.25	\$ 497.00	\$ 3,960.25	\$ 497.00	\$ 1,095.50	\$ 9,728.25
ANNUAL COSTS	\$116,739.00	\$116,739.00	\$23,835.00	\$20,307.00	\$5,964.00	\$47,523.00	\$5,964.00	\$13,146.00	\$116,739.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
TOTAL OFFICE SQ FEET 1955
COMMON AREA 3604

COMMON AREAS ONE-STOP

RESOURCE ROOM 906
INTERVIEW ROOM 147
BREAKROOM 100

ONE-STOP SERVER 45
UNISEX BATHROOM 71
CONFERENCE ROOM 233
RECEPTION 114
HALLWAYS 1004
STORAGE ROOM 71
TOTAL COMMON AREA 2691

	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
CAG	220	11%	406
WIB	340	17%	627
DW	399	20%	736
MANPOWER	100	5%	184
ADES	796	41%	1467
PPEP	100	5%	184
TOTAL	1955	100%	3604

CAC AND ONE-STOP

RECEPTION 631
CAC SERVER 45
RESTROOM 252
BREAK ROOM 264
HALLWAY 381
RESTROOM 253
TOTAL COMMON AREA 1826

**TOTAL CAC & ONE-STOP
COMMON AREA** 913

TOTAL ONE-STOP CA 2691
TOTAL ONE-STOP & CAC 913
TOTAL COMMON AREA 3604

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Portable Practical Education Preparation and Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **Portable Practical Education Paparation** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Portable Practical Education Preparation** shall make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

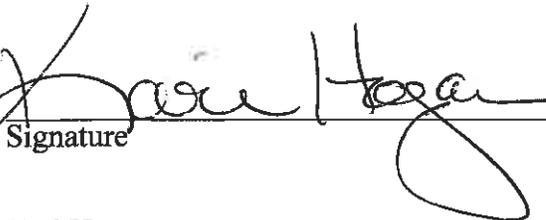
VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
Portable Practical Education Preparation

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board


Signature

Signature

Kari Hogan
Printed Name

Michael Pastor
Printed Name

Chief Financial Officer
Title

Chairman, Gila County Board of Supervisors
Title

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Casa Grande Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAG	WIB	DW	MANPOWER	ADES	PPEP	TOTAL
OFFICE SQUARE FT.	120	105	100	100	120	100	645
OFFICE SQUARE FT.	100	75	74		64		313
OFFICE SQUARE FT.		96	125		64		285
OFFICE SQUARE FT.		64	100		64		228
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					100		100
TOTAL:	220	340	399	100	796	100	1955

DEPARTMENT NAME:	CAG	WIB	DW	MANPOWER	ADES	PPEP	TOTAL
COMMON AREAS	406	627	736	184	1467	184	3604
OFFICES	220	340	399	100	796	100	1955
\$ per square footage	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	
TOTAL SQ FOOTAGE	626.0	967.0	1135.0	284.0	2263.0	284.0	
YEARLY COST	\$13,146.00	\$20,307.00	\$23,835.00	\$5,964.00	\$47,523.00	\$5,964.00	\$116,739.00
MONTHLY COST	\$1,095.50	\$1,692.25	\$1,986.25	\$497.00	\$3,960.25	\$497.00	\$9,728.25

5/30/2014

Casa Grande One-Stop Location
7/1/2014

Allocation Basis	Yrly Cost	Mthly Cost	DW	WIB	MANPOWER	ADES	PPEP	CAG	Amount
			Amount	Amount	Amount	Amount	Amount	Amount	
Offices	\$ 41,055.00	\$ 3,421.25	\$698.25	\$ 595.00	\$ 175.00	\$ 1,393.00	\$ 175.00	\$ 385.00	\$ 3,421.25
Common Areas	\$ 75,684.00	\$ 6,307.00	\$ 1,288.00	\$ 1,097.25	\$ 322.00	\$ 2,567.25	\$ 322.00	\$ 710.50	\$ 6,307.00
TOTAL MONTHLY COST		\$ 9,728.25	\$ 1,986.25	\$ 1,692.25	\$ 497.00	\$ 3,960.25	\$ 497.00	\$ 1,095.50	\$ 9,728.25
ANNUAL COSTS	\$116,739.00	\$116,739.00	\$23,835.00	\$20,307.00	\$5,964.00	\$47,523.00	\$5,964.00	\$13,146.00	\$116,739.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
TOTAL OFFICE SQ FEET 1955
COMMON AREA 3604

COMMON AREAS ONE-STOP

			DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
RESOURCE ROOM	906	CAG	220	11%	406
INTERVIEW ROOM	147	WIB	340	17%	627
BREAKROOM	100	DW	399	20%	736
ONE-STOP SERVER	45	MANPOWER	100	5%	184
UNISEX BATHROOM	71	ADES	796	41%	1467
CONFERENCE ROOM	233	PPEP	100	5%	184
RECEPTION	114	TOTAL	1955	100%	3604
HALLWAYS	1004				
STORAGE ROOM	71				
TOTAL COMMON AREA	2691				

CAC AND ONE-STOP

RECEPTION 631
CAC SERVER 45
RESTROOM 252
BREAK ROOM 264
HALLWAY 381
RESTROOM 253
TOTAL COMMON AREA 1826

**TOTAL CAC & ONE-STOP
COMMON AREA** 913

TOTAL ONE-STOP CA 2691
TOTAL ONE-STOP & CAC 913
TOTAL COMMON AREA 3604

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the Gila/Pinal Workforce Investment Area One-Stop Delivery System serving employers, job seekers and those seeking career advancement in Gila and Pinal County. Through this Agreement, as part of the Memorandum of Understanding between WIA Dislocated Worker Program and Gila/Pinal Workforce Investment Board, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **WIA Dislocated Worker Program** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **WIA Dislocated Worker Program** shall make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VI. Authority and Signatures

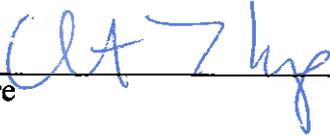
The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
WIA Dislocated Worker Program

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board

Signature



Signature

Christina Throop
Printed Name

Michael Pastor
Printed Name

WIA Program Manager
Title

Chairman, Gila County Board of Supervisors
Title

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80					
OFFICE SQUARE FT	80	96	120	80	96	64	48	48	544
OFFICE SQUARE FT	86	96	120	80	48		48	74	546
OFFICE SQUARE FT			80	80	59				441
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					160
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			96	160					128
TOTAL:	246	272	640	720	203	64	96	122	2363

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
COMMON AREA	197	223	525	590	167	52	79	100	1933
OFFICE/CUBICLE EXPENSES:	240	272	640	720	203	64	96	122	2357
Total square footage:	437	495	1165	1310	370	116	175	222	4290
\$ per square footage	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59
MONTHLY AMOUNTS	\$695	\$787	\$1,852	\$2,083	\$588	\$184	\$278	\$353	\$6,821
X 12 MONTHS:	\$ 8,338	\$ 9,445	\$ 22,228	\$ 24,995	\$ 7,056	\$ 2,210	\$ 3,339	\$ 4,236	\$ 81,852

**Globe One-Stop Location
Shared Costs**

Shared Resources	Yrly Cost	Mthly Cost	CAP	GEST	WAP/HAP	DW	WIB	CAG	CAC	DES
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Office Space	\$ 81,840.00	\$ 6,820.00	\$ 695.00	\$ 787.00	\$ 1,852.00	\$ 2,083.00	\$ 588.00	\$ 278.00	\$ 184.00	\$ 353.00
Common Areas	\$ 10,000.00	\$ 845.34	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 12.00	\$ 76.75
Phones/Internet/Fax	\$ 30,800.00	\$ 2,816.35	\$ 363.00	\$ 363.00	\$ 603.00	\$ 683.00	\$ 153.00	\$ 263.00	\$ 153.00	\$ 235.36
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 100.00	\$ 50.00	\$ 165.78
Monthly's Costs		\$ 12,281.69	\$ 1,421.40	\$ 1,504.45	\$ 3,036.97	\$ 3,638.95	\$ 886.44	\$ 663.92	\$ 399.00	\$ 830.88
Annual Costs	\$ 144,240.00	\$ 18,472.00	\$ 17,056.80	\$ 18,053.40	\$ 36,443.64	\$ 43,667.40	\$ 10,637.28	\$ 7,967.04	\$ 4,788.00	\$ 9,970.56

TOTAL COMMON AREA 1933
TOTAL OFFICE SPACE 2357
TOTAL SQUARE FEET 4290

COMMON AREAS ONE STOP

CONFERENCE ROOM 565
 RECEPTION 481
 BATHROOM-PUBLIC 62
 BATHROOM-PRIVATE 170
 SERVER ROOM 214
 RESOURCE ROOM 321
 TELEPHONE ROOM 120
TOTAL COMMON AREA 1933

	DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAG	96	4.07%	79
WIB	203	8.61%	166
DW	720	30.55%	590
HAP/WAP	640	27.15%	525
GEST	272	11.54%	223
DES	122	5.18%	100
CAP	240	10.18%	197
CAC	64	2.72%	52
TOTAL	2357	100%	1933

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Casa Grande Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAG	WIB	DW	MANPOWER	ADES	PPEP		TOTAL
OFFICE SQUARE FT.	120	105	100	100	120	100		645
OFFICE SQUARE FT.	100	75	74		64			313
OFFICE SQUARE FT.		96	125		64			285
OFFICE SQUARE FT.		64	100		64			228
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					100			100
TOTAL:	220	340	399	100	796	100		1955

DEPARTMENT NAME:	CAG	WIB	DW	MANPOWER	ADES	PPEP		TOTAL
COMMON AREAS	406	627	736	184	1467	184		3604
OFFICES	220	340	399	100	796	100		1955
\$ per square footage	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00		
TOTAL SQ FOOTAGE	626.0	967.0	1135.0	284.0	2263.0	284.0		
YEARLY COST	\$13,146.00	\$20,307.00	\$23,835.00	\$5,964.00	\$47,523.00	\$5,964.00		\$116,739.00
MONTHLY COST	\$1,095.50	\$1,692.25	\$1,986.25	\$497.00	\$3,960.25	\$497.00		\$9,728.25

5/30/2014

Casa Grande One-Stop Location
7/1/2014

Allocation Basis	Yrly Cost	Mthly Cost	DW	WIB	MANPOWER	ADES	PPEP	CAG	Amount
			Amount	Amount	Amount	Amount	Amount	Amount	
Offices	\$ 41,055.00	\$ 3,421.25	\$698.25	\$ 595.00	\$ 175.00	\$ 1,393.00	\$ 175.00	\$ 385.00	\$ 3,421.25
Common Areas	\$ 75,684.00	\$ 6,307.00	\$ 1,288.00	\$ 1,097.25	\$ 322.00	\$ 2,567.25	\$ 322.00	\$ 710.50	\$ 6,307.00
TOTAL MONTHLY COST		\$ 9,728.25	\$ 1,986.25	\$ 1,692.25	\$ 497.00	\$ 3,960.25	\$ 497.00	\$ 1,095.50	\$ 9,728.25
ANNUAL COSTS	\$116,739.00	\$116,739.00	\$23,835.00	\$20,307.00	\$5,964.00	\$47,523.00	\$5,964.00	\$13,146.00	\$116,739.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
 TOTAL OFFICE SQ FEET 1955
 COMMON AREA 3604

COMMON AREAS ONE-STOP

RESOURCE ROOM 906
 INTERVIEW ROOM 147
 BREAKROOM 100

 ONE-STOP SERVER 45
 UNISEX BATHROOM 71
 CONFERENCE ROOM 233
 RECEPTION 114
 HALLWAYS 1004
 STORAGE ROOM 71
TOTAL COMMON AREA 2691

	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
CAG	220	11%	406
WIB	340	17%	627
DW	399	20%	736
MANPOWER	100	5%	184
ADES	796	41%	1467
PPEP	100	5%	184
TOTAL	1955	100%	3604

CAC AND ONE-STOP

RECEPTION 631
 CAC SERVER 45
 RESTROOM 252
 BREAK ROOM 264
 HALLWAY 381
 RESTROOM 253
TOTAL COMMON AREA 1826

**TOTAL CAC & ONE-STOP
 COMMON AREA 913**

TOTAL ONE-STOP CA 2691
TOTAL ONE-STOP & CAC 913
TOTAL COMMON AREA 3604

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area One-Stop Delivery System** serving employers, job seekers and those seeking career advancement in **Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Central Arizona Governments** and **Gila/Pinal Workforce Investment Board**, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **Central Arizona Governments** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Central Arizona Governments** shall make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
Central Arizona Governments

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board



Signature

Signature

Ken Hall
Printed Name

Michael Pastor
Printed Name

Executive Director
Title

Chairman, Gila County Board of Supervisors
Title

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80	96				
OFFICE SQUARE FT	80	96	120	80	48	64	48	48	544
OFFICE SQUARE FT	86	96	120	80	59		48	74	546
OFFICE SQUARE FT			80	80					441
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					160
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			96	160					128
TOTAL:	246	272	640	720	203	64	96	122	2363

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
COMMON AREA	197	223	525	590	167	52	79	100	1933
OFFICE/CUBICLE EXPENSES:	240	272	640	720	203	64	96	122	2357
Total square footage:	437	495	1165	1310	370	116	175	222	4200
\$ per square footage	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59
MONTHLY AMOUNTS	\$695	\$787	\$1,852	\$2,083	\$588	\$184	\$278	\$353	\$6,821
X 12 MONTHS:	\$ 8,338	\$ 9,445	\$ 22,228	\$ 24,995	\$ 7,060	\$ 2,213	\$ 3,339	\$ 4,236	\$ 81,853

**Globe One-Stop Location
Shared Costs**

Shared Resources	Yrly Cost	Mthly Cost	CAP	GEST	WAP/HAP	DW	WIB	CAG	CAC	DES
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Office Space	\$ 81,840.00	\$ 6,820.00	\$ 695.00	\$ 787.00	\$ 1,852.00	\$ 2,083.00	\$ 588.00	\$ 278.00	\$ 184.00	\$ 353.00
Common Areas	\$ 10,000.00	\$ 845.34	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 12.00	\$ 76.75
Phones/Internet/Fax	\$ 30,800.00	\$ 2,816.35	\$ 363.00	\$ 363.00	\$ 603.00	\$ 683.00	\$ 153.00	\$ 263.00	\$ 153.00	\$ 235.35
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 100.00	\$ 50.00	\$ 165.78
Monthly's Costs		\$ 12,281.69	\$ 1,421.40	\$ 1,504.45	\$ 3,036.97	\$ 3,638.95	\$ 886.44	\$ 663.92	\$ 399.00	\$ 830.88
Annual Costs	\$ 144,240.00	\$ 18,472.00	\$ 17,056.80	\$ 18,053.40	\$ 36,443.64	\$ 43,667.40	\$ 10,637.28	\$ 7,967.04	\$ 4,788.00	\$ 9,970.56

TOTAL COMMON AREA 1933
TOTAL OFFICE SPACE 2357
TOTAL SQUARE FEET 4290

COMMON AREAS ONE STOP
CONFERENCE ROOM 565
RECEPTION 481
BATHROOM-PUBLIC 62
BATHROOM-PRIVATE 170
SERVER ROOM 214
RESOURCE ROOM 321
TELEPHONE ROOM 120
TOTAL COMMON AREA 1933

DEDICATED SQ. FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAG 96	4.07%	79
WIB 203	8.61%	166
DW 720	30.55%	590
HAP/WAP 640	27.15%	525
GEST 272	11.54%	223
DES 122	5.18%	100
CAP 240	10.18%	197
CAC 64	2.72%	52
TOTAL 2357	100%	1933

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Casa Grande Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAG	WIB	DW	MANPOWER	ADES	PPEP		TOTAL
OFFICE SQUARE FT.	120	105	100	100	120	100		645
OFFICE SQUARE FT.	100	75	74		64			313
OFFICE SQUARE FT.		96	125		64			285
OFFICE SQUARE FT.		64	100		64			228
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					100			100
TOTAL:	220	340	399	100	796	100		1955

DEPARTMENT NAME:	CAG	WIB	DW	MANPOWER	ADES	PPEP		TOTAL
COMMON AREAS	406	627	736	184	1467	184		3604
OFFICES	220	340	399	100	796	100		1955
\$ per square footage	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00		
TOTAL SQ FOOTAGE	626.0	967.0	1135.0	284.0	2263.0	284.0		
YEARLY COST	\$13,146.00	\$20,307.00	\$23,835.00	\$5,964.00	\$47,523.00	\$5,964.00		\$116,739.00
MONTHLY COST	\$1,095.50	\$1,692.25	\$1,986.25	\$497.00	\$3,960.25	\$497.00		\$9,728.25

5/30/2014

Casa Grande One-Stop Location
7/1/2014

Allocation Basis	Yrly Cost	Mthly Cost	DW	WIB	MANPOWER	ADES	PPEP	CAG	Amount
			Amount	Amount	Amount	Amount	Amount	Amount	
Offices	\$ 41,055.00	\$ 3,421.25	\$698.25	\$ 595.00	\$ 175.00	\$ 1,393.00	\$ 175.00	\$ 385.00	\$ 3,421.25
Common Areas	\$ 75,684.00	\$ 6,307.00	\$ 1,288.00	\$ 1,097.25	\$ 322.00	\$ 2,567.25	\$ 322.00	\$ 710.50	\$ 6,307.00
TOTAL MONTHLY COST		\$ 9,728.25	\$ 1,986.25	\$ 1,692.25	\$ 497.00	\$ 3,960.25	\$ 497.00	\$ 1,095.50	\$ 9,728.25
ANNUAL COSTS	\$116,739.00	\$116,739.00	\$23,835.00	\$20,307.00	\$5,964.00	\$47,523.00	\$5,964.00	\$13,146.00	\$116,739.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
TOTAL OFFICE SQ FEET 1955
COMMON AREA 3604

COMMON AREAS ONE-STOP

			DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
RESOURCE ROOM	906	CAG	220	11%	406
INTERVIEW ROOM	147	WIB	340	17%	627
BREAKROOM	100	DW	399	20%	736
ONE-STOP SERVER	45	MANPOWER	100	5%	184
UNISEX BATHROOM	71	ADES	796	41%	1467
CONFERENCE ROOM	233	PPEP	100	5%	184
RECEPTION	114	TOTAL	1955	100%	3604
HALLWAYS	1004				
STORAGE ROOM	71				
TOTAL COMMON AREA	2691				

CAC AND ONE-STOP

RECEPTION 631
CAC SERVER 45
RESTROOM 252
BREAK ROOM 264
HALLWAY 381
RESTROOM 253
TOTAL COMMON AREA **1826**

**TOTAL CAC & ONE-STOP
COMMON AREA** **913**

TOTAL ONE-STOP CA **2691**
TOTAL ONE-STOP & CAC **913**
TOTAL COMMON AREA **3604**

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the Gila/Pinal Workforce Investment Area One-Stop Delivery System serving employers, job seekers and those seeking career advancement in Gila and Pinal County. Through this Agreement, as part of the Memorandum of Understanding between Central Arizona College and Gila/Pinal Workforce Investment Board, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization Central Arizona College has agreed to provide services through the Gila/Pinal Counties Comprehensive One-Stop Center in Globe and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. Central Arizona College shall make monthly payments to Gila County representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
Central Arizona College

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board



Signature

Signature

Chris Wodka
Printed Name

Michael Pastor
Printed Name

Vice-President Finance and Administrative Services
Title

Chairman, Gila County Board of Supervisors
Title

6/5/14

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80					
OFFICE SQUARE FT	80	96	120	80	96	64	48	48	544
OFFICE SQUARE FT	86	96	120	80	48		48	74	546
OFFICE SQUARE FT			80	80	59				441
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					160
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			96	160					128
TOTAL:	246	272	640	720	203	64	96	122	2363

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	DW	WIA	CAC	CAG	DES	TOTAL
COMMON AREA	197	223	525	590					
OFFICE/CUBICLE EXPENSES:	240	272	640	720	167	52	79	100	1933
					203	64	96	122	2357
Total square footage:	437	495	1165	1310	370	116	175	222	4990
\$ per square footage	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59	\$ 1.59
MONTHLY AMOUNTS	\$695	\$787	\$1,852	\$2,083	\$588	\$184	\$278	\$353	\$6,821
X 12 MONTHS:	\$ 8,334	\$ 9,444	\$ 22,224	\$ 24,996	\$ 7,080	\$ 2,213	\$ 3,330	\$ 4,236	\$ 81,853

**Globe One-Stop Location
Shared Costs**

Shared Resources	Yrly Cost	Mthly Cost	CAP	GEST	WAP/HAP	DW	WIB	CAG	CAC	DES
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Office Space	\$ 81,840.00	\$ 6,820.00	\$ 695.00	\$ 787.00	\$ 1,852.00	\$ 2,083.00	\$ 588.00	\$ 278.00	\$ 184.00	\$ 353.00
Common Areas	\$ 10,000.00	\$ 845.34	\$ 115.00	\$ 112.17	\$ 184.17	\$ 276.25	\$ 46.08	\$ 22.92	\$ 12.00	\$ 76.75
Phones/Internet/Fax	\$ 30,800.00	\$ 2,816.35	\$ 363.00	\$ 363.00	\$ 603.00	\$ 683.00	\$ 153.00	\$ 263.00	\$ 153.00	\$ 235.35
Copier Maintenance & Supplies	\$ 21,600.00	\$ 1,800.00	\$ 248.40	\$ 242.28	\$ 397.80	\$ 596.70	\$ 99.36	\$ 100.00	\$ 50.00	\$ 165.78
Monthly's Costs		\$ 12,281.69	\$ 1,421.40	\$ 1,504.45	\$ 3,036.97	\$ 3,638.95	\$ 886.44	\$ 663.92	\$ 399.00	\$ 830.88
Annual Costs	\$ 144,240.00	\$ 18,472.00	\$ 17,056.80	\$ 18,053.40	\$ 36,443.64	\$ 43,667.40	\$ 10,637.28	\$ 7,967.04	\$ 4,788.00	\$ 9,970.56

TOTAL COMMON AREA 1933
TOTAL OFFICE SPACE 2357
TOTAL SQUARE FEET 4290

COMMON AREAS ONE STOP	DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CONFERENCE ROOM	96	4.07%	79
RECEPTION	203	8.61%	166
BATHROOM-PUBLIC	720	30.55%	590
BATHROOM-PRIVATE	640	27.15%	525
SERVER ROOM	272	11.54%	223
RESOURCE ROOM	122	5.18%	100
TELEPHONE ROOM	240	10.18%	197
TOTAL COMMON AREA	1933	100%	1933

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the Gila/Pinal Workforce Investment Area One-Stop Delivery System serving employers, job seekers and those seeking career advancement in Gila and Pinal County. Through this Agreement, as part of the Memorandum of Understanding between Manpower and Gila/Pinal Workforce Investment Board, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

- I. Effective Date and Term
- II. Identification of Shared Costs
- III. Resource Sharing Agreement
- IV. Modification and Reconciliation Procedures
- V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2014 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization Manpower has agreed to provide services through the Gila/Pinal Counties Comprehensive One-Stop Center in Globe and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. Manpower shall make monthly payments to Gila County representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local Workforce Development Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2014

For and On Behalf of
Manpower

For and on Behalf of the Gila County dba
Gila/Pinal Workforce Investment Board


Signature

Signature

Lyann Schultz
Printed Name

Michael Pastor
Printed Name

Director Finance
Title

Chairman, Gila County Board of Supervisors
Title

Date

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

**Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Casa Grande Location
Identification of Shared Costs
7/1/2014**

DESCRIPTION:	CAG	WIB	DW	MANPOWER	ADES	PPEP	TOTAL
OFFICE SQUARE FT.	120	105	100	100	120	100	645
OFFICE SQUARE FT.	100	75	74		64		313
OFFICE SQUARE FT.		96	125		64		285
OFFICE SQUARE FT.		64	100		64		228
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					64		64
OFFICE SQUARE FT.					100		100
TOTAL:	220	340	399	160	796	100	1955

DEPARTMENT NAME:	CAG	WIB	DW	MANPOWER	ADES	PPEP	TOTAL
COMMON AREAS	406	627	736	184	1467	184	3604
OFFICES	220	340	399	100	796	100	1955
\$ per square footage	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	
TOTAL SQ FOOTAGE	626.0	967.0	1135.0	284.0	2263.0	284.0	
YEARLY COST	\$13,146.00	\$20,307.00	\$23,835.00	\$5,964.00	\$47,523.00	\$5,964.00	\$116,739.00
MONTHLY COST	\$1,095.50	\$1,692.25	\$1,986.25	\$497.00	\$3,960.25	\$497.00	\$9,728.25

Casa Grande One-Stop Location
7/1/2014

Allocation Basis	Yrly Cost	Mthly Cost	DW	WIB	MANPOWER	ADES	PPEP	CAG	
			Amount	Amount	Amount	Amount	Amount	Amount	Amount
Offices	\$ 41,055.00	\$ 3,421.25	\$698.25	\$ 595.00	\$ 175.00	\$ 1,393.00	\$ 175.00	\$ 385.00	\$ 3,421.25
Common Areas	\$ 75,684.00	\$ 6,307.00	\$ 1,288.00	\$ 1,097.25	\$ 322.00	\$ 2,567.25	\$ 322.00	\$ 710.50	\$ 6,307.00
TOTAL MONTHLY COST		\$ 9,728.25	\$ 1,986.25	\$ 1,692.25	\$ 497.00	\$ 3,960.25	\$ 497.00	\$ 1,095.50	\$ 9,728.25
ANNUAL COSTS	\$116,739.00	\$116,739.00	\$23,835.00	\$20,307.00	\$5,964.00	\$47,523.00	\$5,964.00	\$13,146.00	\$116,739.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET 5559
TOTAL OFFICE SQ FEET 1955
COMMON AREA 3604

COMMON AREAS ONE-STOP

RESOURCE ROOM 906
INTERVIEW ROOM 147
BREAKROOM 100

ONE-STOP SERVER 45
UNISEX BATHROOM 71
CONFERENCE ROOM 233
RECEPTION 114
HALLWAYS 1004
STORAGE ROOM 71
TOTAL COMMON AREA 2691

	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
CAG	220	11%	406
WIB	340	17%	627
DW	399	20%	736
MANPOWER	100	5%	184
ADES	796	41%	1467
PPEP	100	5%	184
TOTAL	1955	100%	3604

CAC AND ONE-STOP

RECEPTION 631
CAC SERVER 45
RESTROOM 252
BREAK ROOM 264
HALLWAY 381
RESTROOM 253
TOTAL COMMON AREA 1826

**TOTAL CAC & ONE-STOP
COMMON AREA** 913

TOTAL ONE-STOP CA 2691
TOTAL ONE-STOP & CAC 913
TOTAL COMMON AREA 3604

APPENDIX I

Assurances

Local Business Plan Assurances

Program Years 2014 – 2016

As a condition of the award of Workforce Investment Act funds, the local grant recipient assures that it will comply fully with the provisions of the following:

- 1) That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Sections 128 and 133.
- 2) That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable (112(b)(17)(B)).
- 3) That it will comply with the confidentiality requirements of Section 136(±)(3).
- 4) That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7)).
- 5) That it will comply with the nondiscrimination provisions of Section 188, including compliance with the State Methods of Administration (Section 188).
- 6) That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- 7) That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority of Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to, the following:
 - a)General Administrative Requirements;
 - 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
 - 29 CFR part 96 (as amended by OMB Circular A-133)-Single Audit Act
 - OMB Circular A-87-Cost Principles (as amended by the Act)
 - b)Assurances and Certificates:
 - SF 424-B-Assurances for Non-construction Programs
 - 29 CFR part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulation)
 - CFR part 93 – Certification Regarding Lobbying (and regulation)
 - 29 CFT part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 - c)Special/Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

- 8) The veterans' services provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- 9) That it developed, and will continue to develop, this plan in consultation with local elected officials, the local workforce board, the business community, labor organization and other partners.
- 10) That will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
- 11) That will LWIB will meet a minimum of four times per year, or once each quarter.
- 12) That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- 13) That it will comply fully the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States of the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries of the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States of participation in any WIA Title I financially assisted program of activity;
 - Title IV of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination of the basis of age; and
 - Title IX the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient 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 recipient's operation of the WIA Title I – financially assisted program, or activity. The grant recipient understand that the United States has the right to seek judicial enforcement of this assurance.
- 14) That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local business plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act and/or the Wagner-Peyser Act.

APPENDIX J

Signature Page

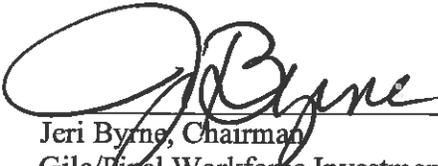
**GILA/PINAL WORKFORCE INVESTMENT AREA
BUSINESS PLAN
JULY 1, 2014 TO JUNE 30, 2017**

We, the undersigned, to hereby approve and submit this Local Plan for the Workforce Investment Act (WIA) Title 1B Programs for the Gila/Pinal Workforce Investment Area.

Submitted on behalf of the Gila/Pinal Workforce Investment Board and Gila County Board of Supervisors.

Michael A. Pastor
Chairman, Gila County Board of Supervisors

Date



Jeri Byrne, Chairman
Gila/Pinal Workforce Investment Board



Date

Attest

Marian Sheppard, Clerk of the Board

Date

Approved as to Form

Bryan B. Chambers
Deputy Attorney Principal

Date

Approved on behalf of the State of Arizona

Signature – Chairman
Workforce Arizona Council

Date



GILA/PINAL WORKFORCE INVESTMENT AREA

**BUSINESS PLAN
JULY 1, 2014 TO JUNE 30, 2017**

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with a disability

TABLE OF CONTENTS

Section B. Executive Summary	1
Section C. Business Plan Narrative.....	5
Section D. Planning Development	7
D.1 Service Access Sites.....	8
Section E. Administrative Structure.....	14
E.1 Leaderships Structure.....	14
E.2 Youth Councils.....	15
E.3 Procurement	17
E.4 Communication	19
Section F. Equal Opportunity and Affirmative Action	21
Section G. Evaluation and Market Analysis.....	23
G.1 Waivers.....	34
Section H. Integrated Service Delivery	36
H.1 Workforce Area Program Alignment.....	36
H.2 Business Services.....	53
H.3 Training Services (Adult and Dislocated Workers).....	55
H.4 Training Services (Eligible Training Providers).....	56
Section H. Services Delivery to Target Populations	58
I.1 Priority of Services	58
I.2 Dislocated Workers	60
I.3 Rapid Response	61
I.4 Apprenticeship Program	63
I.5 Trade Adjustment Assistance (TAA)	64
I.6 Reemployment Services.....	64
I.7 Migrant Seasonal Farmworker Outreach Program (if applicable)	65
I.8 Senior Community Services Employment Program (SCSEP).....	66
I.9 Youth Services	67
I.10 Veterans	70
Section J. Desired Outcomes	71
Section K. Agreements, Policies and Procedures	74
Section L. Complaints, Grievances	77

Appendix A (Public Notice, Comments, Distribution List)

Appendix B (Organization Chart)

Appendix C (Data Information)

Appendix D (Customer Flow Chart)

~~Appendix E (Chief Elected Official Agreement)~~— Appendix E not attached.

~~Appendix F (Chief Elected Official and Local Board Partnership Agreement)~~- Appendix F not attached

~~Appendix G (Local Board and Designated Operator Agreement)~~— Appendix G not attached

~~Appendix H (MOU and Resource Sharing Agreement)~~ – Appendix H not attached-

Appendix I (Assurances)

Appendix J Signature Page

B. Executive Summary

At a minimum: counties covered; brief description of the characteristics of the local area; sector strategies area will focus on (include statewide sectors that exist in the local area plus local area specific sectors); educational information related to drop out rates and literacy information; vision and mission of the Local Workforce Area established by the Local Workforce Board; strategic plan critical issues, goals and strategies created by the Local Workforce Board.

The Gila/Pinal Workforce Investment Mission Statement is:

- To act as a catalyst for change, utilizing community resources and building effective partnerships to improve the vitality of our economy, the quality of our workforce and the strength of our business community through economic development, education and employment opportunities.

The Gila/Pinal Workforce Investment Area consists of two vastly different areas of local economic bases. Pinal County encompasses 5,371 square miles. In both economy and geography, Pinal County has two distinct regions: the eastern mountainous area (copper mining and tourism) and the western lower valley desert area (manufacturing, distribution and agriculture). The communities of Pinal County include: City of Apache Junction, City of Coolidge, City of Casa Grande, City of Eloy, City of Maricopa, Town of Florence, Town of Kearny, Town of Mammoth, Town of Marana, Town of Queen Creek, Town of Superior; Unincorporated communities include: Arizona City, Dudleyville, Gold Canyon, Oracle, Queen Valley, San Manuel and San Tan Valley. Pinal County has a very diverse economy. Copper mining has and remains a county mainstay, creating jobs and billions of dollars in tax revenue. Agriculture is home hundreds of farms supporting various types of agricultural products including cotton, hay, sorghum millet, corn, sheep, dairy and feeder cattle and several various types of fruits and vegetables. Manufacturing and major distribution firms are centered along Pinal County's main traffic corridors of Interstate 10 (California to Florida), Interstate 8 (Pinal County to San Diego) and US Route 60.

Gila County covers 4,796 square miles and is a source of great mineral wealth and is one of Arizona's most rural counties, where the principal economic activities are mining, healthcare, and tourism. Both desert terrain and mountain ranges spread across the county's landscape. Elevations range from 2,000 to 7,000 feet above sea level. This stark difference of 5,000 feet enables the county to support ranching as well as tourism and recreation. These three areas of commerce, in addition to copper production, comprise the county's major industries. Payson is the largest and most rapidly growing town in the County and Globe is next largest. Smaller communities in Gila County include: Young, Tonto Basin, Roosevelt, Strawberry, Pine, and Christopher Creek. Incorporated communities include: Globe, Hayden, Miami, Payson, Star Valley and Winkelman. The U.S. Forest Service own 56 percent of the land in Gila County, Approximately 38 percent belongs to the Apache Tribe. Individuals and corporations own 2 percent of the land' the U.S. Bureau of Land Management, 2 percent; and the State of Arizona, 1 percent of the land; and other public lands comprise the remaining 1 percent.

The Gila/Pinal Workforce Investment Area shall build a foundation of partnerships and collaboration in addressing the local area's education, workforce development and economic development needs. The WIB shall emphasize on building partnerships with business to identify skill needs and strategies for addressing those needs. There is also a need to continue collaboration among public entities to improve the service delivery system.

The Gila/Pinal Workforce Investment Area’s shall bring key business leaders to the table with leaders of education, workforce, and economic development, to increase awareness of challenges facing business and the workforce system. This creates opportunities for innovation and development of successful strategies. The WIB’s vision is to continue to improve in understanding and addressing the workforce needs of business and industry, target available resources to the local areas, and maximize the use of public and private resources invested in workforce development.

The Gila/Pinal Workforce Investment Board shall develop comprehensive workforce strategies which include:

- strategies for collaboration and stronger partnerships;
- create conditions for economic vitality where the needs of employers and workers are met and prosperity can be achieved for all citizens and communities;
- focus on performance management and measures;
- review of the philosophies of partner agencies to ensure a common vision for the workforce development system;
- identification of best practices, quality programs, and innovative approaches that can be implemented across the two counties and increase collaboration and integration of workforce-development activities;
- continue working closely with the local elected officials to discuss new projects, training and job opportunities, and additional ways to leverage local resources and partnerships; and
- develop and implement continuous improvement plan.

Each county will work with their local and county economic development groups, chambers, and local stakeholders so that the interests of each county are addressed and are in line with what is feasible for each area. The next paragraph states what the initial planning strategies are for the local area. During the first year of the plan, sector strategy sessions will be held to gain more input from the key stakeholders for each county and plans will be put in place to pursue those sectors identified through the sessions.

The Gila/Pinal Workforce Investment Board has assembled a Sector Strategy Support Team which includes workforce development, economic development, industry association, and other partners. The WIB has selected the following sectors for Pinal County: Healthcare (emerging), Manufacturing (Active), and Hospitality (exploring); Gila County: Healthcare (active), mining (emerging), and Hospitality (exploring). The Pinal County Manufacturing Partnership held its first launch on October 1, 2013. Allied Health Care Advisory Committee in Gila County has met on June 19, 2013 and October 1, 2013.

Table 1 represents the dropout rate in Arizona for 2012. A school’s total enrollment is used as the population figure against which dropouts are subsequently counted.

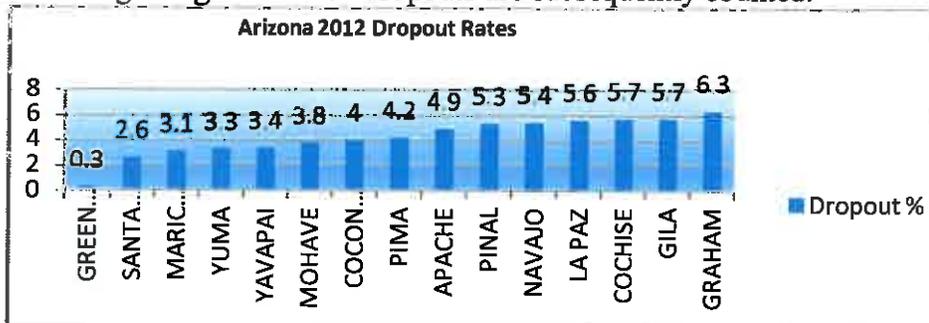
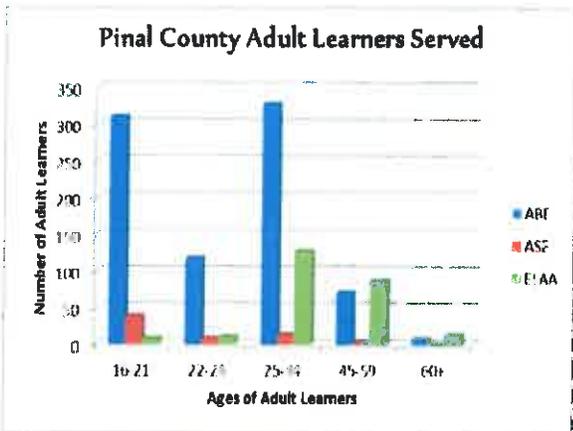


Table 1

Program Year 2011-2012 Pinal County's Adult Education Data*:

- Approximately 372,353 people living in Pinal County and 74% (274,389) are 18 years and older.
- 17% (46,186) of age 18 years and older lack a high school credential.
- 23% (4,209) of 16 to 19 years olds are not enrolled in school and do not have a high school diploma.
- 3% (6,932) live in “linguistically isolated” households (all members of the household 14 years and over have at least some difficulty with English).
- 1,140 adults are enrolled in Adult Education classes.
- 63% of enrolled students improved more than two grade levels.
- 84% who sought a high school equivalency credential passed the GED Tests and earned a diploma
- 96% who sought a job found employment.
- 89% who sought to retain or improve employment were successful.
- 89% who had a goal entering post-secondary education or training went on to further education.
- 30% of adult learners in Pinal County are between the ages of 25 and 44.

The U.S. Department of Labor-Bureau of Labor Statistics has determined the 2008 median annual earning difference between no diploma and a high school credential to be \$8,580. Individuals earning a GED in Pinal County represent a potential increase in taxable income of approximately \$11,497,200 per year.

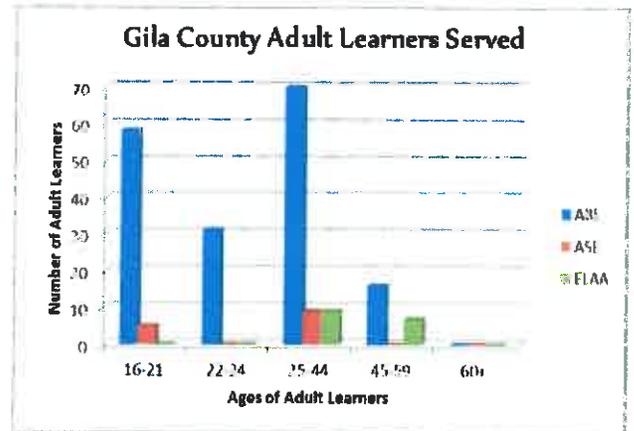


ABE – Adult Basic Education – Instruction in reading, writing, & math through 8 grade level.
 ASE – Adult Secondary Education- May lead to a high school equivalency diploma.
 ELAA – English Language Acquisition for Adults – Instruction in listening, speaking, reading and writing for non-native English speakers.

Program Year 2011-2012 Gila County' Adult Education Data*:

- Approximately 53,405 people live in Gila County and 79% (42,899) are 18 years old and older.
- 17% (7,209) lack a high school credential.
- 32% (945) of 16 to 19 year olds are not enrolled in school and do not have a high school diploma.
- 2% of individuals 18 years and older (772) live in “linguistically isolated” households (all members of the household 14 years and over have at least some difficulty with English).
- 205 adults enrolled in Adult Education classes.
- 58% of enrolled students improved more than two grade levels.
- 48% who sought a high school equivalency credential pass the GED Test and earned a diploma.
- 50% who sought a job found employment
- 65% who sought to retain or improve employment were successful
- 29% who had a goal of entering post-secondary education or training went on to further education.
- 39% of adult learners in Gila County are between the ages of 25 and 24.

The U.S. Department of Labor-Bureau of Labor Statistics has determined the 2008 median annual earning difference between no diploma and a high school credential to be \$8,850. Individuals earning a GED in Gila County represent a potential increase in taxable income of approximately \$1,081,080 per year.



*Source: American Community Survey 2009-2011 3-Yr Estimate.

Describe the involvement of the Chief Local Elected Official, the Local Workforce Investment Board and stakeholders in the development of the plan.

The planning process began through a series of meetings held with the Gila/Pinal Workforce Investment Board and all stakeholders and other interested parties to provide an opportunity to comment and review on the Gila/Pinal Business Plan. The following is the timeline for the development of the Gila/Pinal Business Plan.

GILA/PINAL BUSINESS SERVICE WORK PLAN TIMELINE	
September 17, 2013	First meeting w/Mary Ann Lawrence, Facilitator Review Process, assign teams/partners
September 25, 2013	Assign sections
October 2, 2013	Progress/update report
October 9, 2013	Progress/ update report
October 16, 2013	Team submit sections
October 23, 2013	Progress/update report
October 24, 2013	Final Draft
October 28, 2013	Submit for Public Notice
November 26, 2013	WIB Meeting to approve Business Plan
November 27, 2013	Submit plan to Pinal County BOS for review
December 4, 2013	Business Service Plan will be submitted through Agenda Quick for approval of Gila County Board of Supervisors
December 11, 2013	Pinal County Work Session
December 17, 2013	Gila County Board of Supervisors Meeting to approve Business Service
December 18, 2013	Pinal County Board of Supervisors Meeting
December 23, 2013	Submit Business Service Plan to State WIA

Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments.

The Gila/Pinal Business Plan public comment period is from October 28, 2013 through November 26, 2013. Notice of public comment shall be printed in various local newspapers throughout Gila and Pinal counties. Public Notice will also be posted on both Gila County and Pinal County websites. Any comments will be reviewed by the Workforce Investment Board and shall be addressed in the Business Plan.

Copies of the plan shall be made available at the following Gila/Pinal Workforce Investment Area's Comprehensive One-Stop Centers:

Gila County Comprehensive One-Stop Center
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Pinal County Comprehensive One-Stop Center
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122

C. Business Plan Narrative

Local workforce system teams may choose to include additional information to provide more specific details as the Local Workforce Board deems appropriate. Graphics are encouraged to illustrate information or to provide fact-based data. Local Workforce Areas should ensure the local plan compliments and supports the State Integrated Workforce Plan and all applicable policies.

The Local Workforce Area Business Plan must describe the key strategies the Local Workforce Area intends to implement, based on its economic analysis, to achieve the governor's vision and goals.

1. Cross-Program Strategies – The plan must discuss integrated cross-program strategies for specific populations and sub-populations identified in the Local Workforce Area's economic analysis, strategies for meeting the workforce needs of the Local Workforce Area's employers, and regional and sector strategies tailored to the state's economy.

The Gila/Pinal Workforce Investment Board has the responsibility to continuously identify workforce challenges and develop solutions to targeted industry workforce challenges. The WIB shall collaborate with industry sectors to address competitiveness issues by focusing on workforce development. Participation from employers, educational institutions, economic development organizations, labor organizations, and others ensure that a variety of stakeholder perspective are represented.

The following four key strategic goals with actions shall guide the activities of the local workforce system in alignment with the State goals:

- Goal #1 – Business and Industry: Meet the workforce needs of high demand industry sectors selected by the local area.
- Goal #2 – System Alignment and Integration: Support system alignment, service integration and continuous improvement.
- Goal #3 – Adults/Dislocated Workers: Increase the number of adults who obtain a marketable and industry-recognized credential or degree, with special emphasis on unemployed, underemployed, low skilled, low-income, veterans, individuals with disabilities and other at-risk populations.
- Goal #5 – Youth: Increase the number of youth, with emphasis on at-risk youth and those from low-income communities.

The Gila/Pinal Workforce Investment Board is committed to ensure that WIA funds allocated meet local workforce skill needs in identified industry sectors and workforce skill gaps area. Using data gathered on the local labor force and the major sectors in Gila and Pinal, the WIB will be able to determine the skill gaps and to align it with the latest employment trends, projections, and occupational staffing patterns to identify job opportunities.

- 2. Partnerships – The plan must include a discussion of key strategic partnerships that are necessary to successfully implement the strategies, specify roles of specific Local Workforce Area entities and programs, and discuss how the strategies will meet the needs of employers and of each sub-population.**

Gila/Pinal Workforce Investment Act is building new partnerships and enhancing existing partnerships. These partnerships are formed with employers, economic development, and education. The vision of the Gila/Pinal Workforce Area is to render comprehensive services that will assist all customers in obtaining basic literacy, postsecondary education and industry-recognized credentials, and in securing employment in demand-driven occupations and industries. These services are designed to connect unemployed, under-employed, and dislocated workers to job commensurate with their demonstrated level of education or skill achievement.

One of the Gila/Pinal partnership initiatives is On-the-Job Training. This partnership with the local Workforce Investment Area and employers to improve job opportunities for individuals, specifically employed workers, and veterans.

Another partnership is with employers through the Business Service Team to identify employer needs, business recruiting, and informing employers as to the current skilled potential employees available through the One-Stop System.

Finally, one of the most effective and functional partnership tools available to use is streamlining of services and information sharing among the partners.

D. Planning Development

WIA section 118 requires that each Local Board, in partnership with the appropriate chief elected officials, develops and submits a comprehensive five-year plan to the Governor which identifies and describes certain policies, procedures and local activities that are carried out in the local area, and that is consistent with the State Plan.

Describe the involvement of the Chief Local Elected Official (CLEO), the Local Workforce Investment Board (LWIB) and the stakeholders in the development of the plan.

The planning process began through a series of meetings held weekly with invitations to all Gila/Pinal Workforce Investment Board, stakeholders, and other interested parties to provide an opportunity to comment and review on the Gila/Pinal Business Plan. See Timeline in Section B. Executive Summary.

Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments. Describe measures taken to include or address all comments received within the review period.

The Gila/Pinal Business Plan public comment period is from October 28, 2013 through November 26, 2013. Notice of public comment shall be printed in various local newspapers throughout Gila and Pinal counties. Any comments shall be reviewed by the Workforce Investment Board and address them in the Business Plan. Public Notice will also be posted on both Gila and Pinal County's website.

Copies of the plan shall be made available at the following Gila/Pinal Workforce Investment Area's Comprehensive One-Stop Centers:

Gila County Comprehensive One-Stop Center
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Pinal County Comprehensive One-Stop Center
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122

Copies of the published notice, distribution list and comments are attached as Appendix A.

Identify the local self-sufficiency standards approved by the Local Workforce Board for employed adults and dislocated workers as a percentage of the Lower Living Standard Income Level (LLSIL). Describe how the LWIB ensures the self-sufficiency level is reflective of the current labor market information.

The Gila/Pinal Workforce Investment Board policy for determining self-sufficiency can be defined as 125% of poverty level for adults and 150% of poverty level for dislocated worker programs. The Gila/Pinal Workforce Investment Board staff reviews and analyzes data with respect to the self-sufficiency levels and recommendations are then forwarded to the WIB. Self-sufficiency is reviewed for compliance through the eligibility process.

D.1 Service Access Sites

Provide the number and location (including address) of each of the following access sites including how the respective locations were selected:

- 1. Comprehensive One-Stop Center***
- 2. Affiliate***
- 3. Satellite***
- 4. Access Points***

Both Comprehensive One-Stop Centers have been in operation for over five years. The criteria and the rationale for selection of the Access Points are selected by the One-Stop Committee and forward to the WIB for review. The One-Stop Committee meets monthly to discuss issues and review current Access Points and expanding Access Points.

Gila/Pinal One-Stop Centers

- 1. Comprehensive One-Stop Center** – The Comprehensive One-Stop Centers provide core services specified in Section 134(d)(2) of the WIA, and provide job seekers and employers access to partner services specified in Section 121(b)(1). Each comprehensive One-Stop must have on-site WIA adult and dislocated worker services, Wagner-Peyser labor exchange services must be present physically and available during posted work hours with access to information regarding unemployment insurance and partner services. Other participating mandated partners must be available on-site or through electronic means or formalized referral processes. Partners are encouraged to co-locate in One-Stop Centers either full-time or on an itinerant basis.

Arizona Workforce Connection
1015 E. Florence Blvd, Suite A-100
Casa Grande, AZ 85122

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

- 2. Affiliate** – An affiliate One-Stop Center must, at a minimum, include the physical presence of WIA adult and dislocated worker services during the posted hours. In addition, an affiliate One-Stop Center may have additional partner services on-site through scheduled on-site presence, via technology, cross-training of staff, or referral.

N/A

- 3. Satellite/Access Points** – A satellite One-Stop Center must, at a minimum, provide technological access to service information and basic self-directed core services without significant staff involvement.

Arizona Department of Economic Security
112 E. Highway 260
Payson, AZ 85541

Empowerment Systems, Inc.
2066 W. Apache Trail, Suite 116
Apache Junction, AZ 85220

City of Coolidge
Coolidge Public Library
160 W. Central Avenue
Coolidge, AZ 85128

The local area is developing Service Access Sites. For the most current list, visit the Gila County Website.

How does the Local Workforce Board evaluate the needs of the community in determining that the locations and partner services meet the needs of jobseekers and the employer community?

Job Seeker:

- The Gila/Pinal WIB is in the process of developing a website program that when a jobseeker first comes to the One-Stop data will be collected, which will determine their needs. In addition, the computers at the One-Stops shall have a link for participants to register with a log-in and password. This program will be able to tell which programs they could potentially be eligible (example Arizonaselfhelp.org). Gila/Pinal WIB will work to do this on the Kiosk at the one-stops, in addition to all the Access Point computers with questions set up such as (are you here for unemployment?) (are you interested in job training?) (what do you see as the biggest need in your community?).
- For their exit interview, Gila/Pinal is developing a survey that would allow the jobseeker to rate services being given and determine if all their needs were met. At this time, the WIB is reviewing avenues on how to administer the exit interview.

Employer:

- Gila/Pinal shall collect data from local businesses to assist their needs.
- This would be done through Chambers of Commerce and City License list and other lists that are compiled with businesses located in our area. This will help to forecast job trends and potential training needs.
- Information compiled by the One-Stop Manager will be brought to the One-Stop Committee to make recommendations to the full WIB.

Partners:

- Gila/Pinal shall create a report/survey for all partners to compile about their services and client needs being met. Survey will also be conducted through our website.
- All data would be turned into the One-Stop Manager monthly. The One-Stop Manager would organize the data and report to the Gila/Pinal WIB quarterly.
- The Gila/Pinal WIB will analyze the data to evaluate for any trend needs that are not being met. The WIB would then identify what services or partners are needed.

How is it decided if additional services or partners are needed and how they will be incorporated into the existing access site structure?

The local area is developing a website and a customer satisfaction survey that would be used with our customers. We anticipate having it ready to go by the first year of the plan.

One-Stop Manager would compile the information into a report that would be presented to LWIB every two years to review. At this time, it will be determined if jobseekers, employers and partners needs are being met. If they are not being met, the LWIB will ask the One-Stop Committee to develop a plan to correct the problem and/or seek out more resources.

Once the service/partner has been identified, they shall be brought to the WIB along with the recommendation from the committee for approval. After approval they would be trained/educated on the other partners/service in the One-Stop along with policies and procedures. This training shall be done on an ongoing basis with the personnel changes that often happen to keep continuity in the one-stop.

Describe how the Local Workforce Area will ensure that each site complies with the state chartering and certification policies.

The Gila/Pinal Workforce Investment Area shall comply as set forth in Policy 04-2013 – One-Stop Certification Process. In order for a Comprehensive One-Stop Center to be certified, the Gila/Pinal shall follow the criteria below:

- Workforce Board’s Mission Statement is posted and visible to public.
- Full-Time Hours of Operation are posted on the door or in view of the outside entrance;
- Site manager has been assigned by the One-Stop Operator with a job description that is inclusive of overseeing the day-to-day operations of the Center as describe in the Service Integration Policy #01-2013.
- Welcome function, skill and career development function, and business services function shall be established according to the Service Integration Policy #01-2013.
- Staff development and capacity building to ensure individuals working with customers have the skill and knowledge needed to provide quality customer service.
- Provide the following core, intensive and training services under WIA:
 - Triage and Initial Assessment
 - Core Services without Significant Staff Involvement
 - Core Services with Significant Staff Involvement
 - Intensive Services
 - Training Services
- Partner programs are either co-located or virtually accessible, either directly or through referrals; and
- Business Plan shall be submitted to the State Administrative Entity where a set of proposed annual performance shall be listed.

There are no Affiliate One-Stop Centers in the Gila/Pinal Local Workforce Investment Area.

In order for Satellite One-Stop Center to be certified, these centers shall at a minimum, provide technological access to service information and basic self-directed core service.

Describe emergency procedures to ensure the safety of individuals working and using the sites.

Gila/Pinal Workforce Investment Area has established emergency procedures which includes installing a panic button in both Comprehensive One-Stop Center in Gila and Pinal. Partners and staff will be trained annually on emergency policies and procedures. Top priority will be on the safety of the partners and staff.

Outline a marketing strategy for creating awareness of services provided and connecting with all job seekers and employers in the Local Workforce Area and steps to be taken to align with the state plan outreach strategies.

Gila/Pinal Workforce Investment Area shall develop and execute a measurable, strategic marketing and media plan. Included in the plan will be the development of marketing and media materials targeted to key audiences, and strategies to utilize the materials to achieve key objectives.

The question becomes, “How does the WIB communicate the services available to the employers in Gila/Pinal Counties?” Develop an informative marketing approach focusing on the benefits to employers who partner with the Board while establishing a meaningful working relationship.

Strategies to Promote Awareness of the Gila/Pinal Workforce Investment Area

Promote One-Stop Services

- Strategy: Publicize the availability and proximity of Arizona Workforce Connection Centers, their services and success stories.
- Business Services Team – employer related functions and to promote one-stop services.
- Conduct outreach activities that include community service agencies, networking meetings, inner-agencies, etc.

Fill board vacancies with qualified, engaged members of the community.

- Strategy: Clearly position Arizona Workforce Connection-Gila/Pinal Counties’ services and programs as a system that provides services in a manner that is in line with the intended brand of the system.

Increase reports in customer satisfaction

- Strategy: Develop assessments of customer satisfaction.

Measure the success of the marketing and media campaign.

- Strategy: Track response rates and consistently monitor any changes in levels of contacts about Arizona Workforce Connection and participation in the One Stop partner programs.

Target Audience

The target audiences of this campaign have been identified as:

- employers who seek qualified job applicants or training resources for existing employees. (This audience may include high-level decision-makers in small to medium sized firms, human resources professionals in larger firms, others with employee recruitment and/or retention responsibilities and trainers);
- economic development practitioners;
- job seekers;
- elected officials;
- one Stop partners; and
- service providers.

Brand

The intended brand ‘personality’ attributes of Arizona Workforce Connection in Gila/Pinal Counties is:

- customer friendly;
- super-competent;
- adaptable with a large breadth of support;
- one Stop – comprehensive services;
- results-oriented – look towards the finished product
- professional; and
- easily identifiable – visible and consistent.

Key Strategies

The following strategies will be developed for utilization awareness of the Gila/Pinal Workforce Investment Area and the Arizona Workforce Connection.

Demonstrate benefits/value to the business community:

- Workforce development and job training programs grow businesses in Gila and Pinal Counties.
- Arizona Workforce Connection programs focus on Arizona’s need to enhance its workforce.
- Arizona Workforce Connection programs focus on business needs to be financially competitive.
- Training grants, tax credits, quality services at no charge are available to businesses interested in developing their employee base.
- Develop productive, skilled, long-staying employees who know your industry and benefit your business.
- Tailor easy to apply-for programs that meet the needs of a company’s unique culture.
- Job training is available to enable companies to attract and retain the most valuable employees at competitive, self-sustaining wages.
- Effective training programs are directly related to increased revenues, retention of valuable employees and reduced turnover and legal costs.

Marketing the Gila/Pinal Workforce Investment Area

Marketing tools to be identified to publicize the Arizona Workforce Connection identity to key audiences are listed below. Any communication materials will incorporate key messages to primary audiences and will simply and clearly provide information. These tools may include:

- develop brochures, flyers, etc. and update as necessary for all WIB members and WIB staff to use in their presentations. Develop documents that are factual but informative;
- create a Facebook page (social network) and an email network;
- links to other WIBS, Chamber of Commerce, community college, economic development, health and social service organizations;
- develop a video and/or PowerPoint presentation and distribute to WIB members and WIB staff;
- create a newsletter that provides information of One-Stop services, recognition, success stories, and sent to stakeholder;
- develop a marketing calendar, which includes advertising and speaking engagements; and
- update website as needed.

E. Administrative Structure

Reference Local Governance Policy; One-Stop Delivery System Policy; One-Stop Certification Policy

The Local Workforce Board is appointed by the chief elected official(s) in the local area in accordance with State criteria established under WIA section 117(b), and is certified by the Governor every two years, in accordance with WIA section 117(c)(2).

Local Boards must designate an operator that will ensure seamless service delivery within each One-Stop Center. The operator must ensure seamless service delivery in all affiliate and comprehensive One-Stop Centers to include details of day-to-day functional supervision that may take the form of a site manager or other means as determined effective.

E.1 Leadership Structure

Indicate who the One-Stop Operator is and describe how they were selected – competitively bid or a consortium of 3 or more partners. If a consortium – identify the partners.

A consortium of partners consisting of the Arizona Department of Economic Security – Wagner-Peyser, Central Arizona Governments – WIA Adult, Gila County Community Services – Dislocated Worker have been designated by the WIB and Local Elected Officials as Operator of the One-Stop System and all parties have agreed that the purpose of this agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System.

Provide an organizational chart that delineates the relationship between the agencies involved in the workforce development system, including the Chief Elected Official, administrative entity, fiscal entity, One-Stop Operator and the required One-Stop partner programs and lines of authority.

Organizational chart is attached as Appendix B.

Describe the Local Workforce Investment Board structure and its relationship with the Chief Elected Official(s).

The Gila/Pinal WIB shall be comprised of 51% of private business members and 49% public sector, who shall be appointed by the Gila and Pinal County Boards of Supervisors. Members shall be appointed for terms of 4 years and may serve unlimited terms. The Gila/Pinal WIB members recommend proposed members to the Boards of Supervisors for appointment. Once new members are voted on by a quorum of the WIB, names will be submitted to the Gila or Pinal County Board of Supervisors for review, approval and appointment of the individuals from within their respective jurisdictions. It is anticipated that the appointment by the Board of Supervisors shall take place within (60) days of the recommendation of appointment by the WIB.

Members of the WIB may seek new members for the WIB from businesses within Gila and Pinal County.

Describe the role of the Chief Elected Official in the governance and implementation of WIA in the local area.

The Gila/Pinal Workforce Investment Board forwards its recommendation for appointment of members to the Gila and Pinal County Boards of Supervisors for review, approval and appointment of individuals from within their respective jurisdictions. Gila County, as fiscal agent and grant recipient, approves and signs all contracts for the Workforce Investment Act.

Identify the entity responsible for the administrative functions in the delivery of WIA services.

Gila County has been designated the entity responsible for the administrative functions in the delivery of WIA Services. An Intergovernmental Agreement has been developed between Gila and Pinal County Boards of Supervisors designating Gila County as the Grant Recipient of funds.

Identify the entity responsible for the disbursement of grant funds, as determined by the Chief Elected Official.

Gila County as Grant Recipient was designated as the entity responsible for the disbursement of grant funds. Gila County has established fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of and accounts for Federal funds allocated to all programs, and said procedures shall ensure that all financial transactions carried out are conducted and records maintained in accordance with generally accepted accounting principles. Gila County, as Grant Recipient, shall comply with all applicable uniform cost principles and administrative requirements for grants and agreements included in the appropriate circulars and rules as promulgated by the Federal Office of Management and Budget, United States Department of Labor and the State of Arizona, Department of Economic Security (ADES), as applicable.

E.2 Youth Councils

Describe the Local Workforce Area Youth Council, its membership, meeting schedules, purpose, and relationship to the Local Workforce Investment Board.

The Gila/Pinal Workforce Investment Area is in the process of re-organizing the Youth Council.

The purpose of the youth council is to provide expertise in youth policy and to assist the Local Board in:

- developing and recommending local youth employment and training policy and practice;
- coordinating youth activities;
- developing portions of the local plan related to eligible youth;

- establishing linkages with educational agencies and other youth entities;
- recommending eligible youth service providers subject to approval of the Local Board; and
- conducting oversight with respect to eligible providers of youth activities subject to the approval of the local board.

A youth council must be established as a subgroup within each Local Board.

The membership of each youth council may include:

- members of the Local Board, such as educators, which may include special education personnel, employers, and representatives of human service agencies, who have special interest or expertise in youth policy;
- members who represent service agencies, such as juvenile justice and local law enforcement agencies;
- members who represent local public housing authorities;
- parents of eligible youth seeking assistance under subtitle B of Title I of WIA;
- individuals, including former participants, and members who represent organizations, that have experience relating to youth activities;
- members who represent the Job Corps, if a Job Corps Center is located in the local area represented by the council; and
- youth councils may include other individuals, who the chair of the Local Board, in cooperation with the chief elected official, determines to be appropriate.

Members of the youth council who are not members of the Local Board must be voting members of the youth council and nonvoting members of the Local Board. Youth meetings shall be scheduled quarterly.

Describe how the Local Workforce Area Youth Council will provide guidance and oversight to ensure the needs of youth are being met.

LWIB staff shall report to the Youth Council on a quarterly basis to ensure provider is in compliance with all applicable laws and regulations in meeting the needs of the region. Monitoring reviews shall consist of fiscal and programmatic operations. LWIB Staff will evaluate the local youth provider by reviewing appropriate quarterly performance data for outcomes of performance measures.

Technical assistance will be available to those providers not achieving performance goals. Youth providers are required to provide updates on their program at all Board meetings. Also, procedure manuals are provided to the Youth Provider to ensure compliance with all applicable laws and regulations.

Describe the role of the Youth Council in the procurement of youth services.

The Youth Council shall utilize the Request for Proposal process to select eligible service providers for youth. After proposal review, the Youth Council will forward recommendations to

the WIB and then once approved by the WIB, the recommendation with contracts will be forwarded to the Gila County Board of Supervisors for final approval.

E.3 Procurement

Describe the competitive and non-competitive process used to award grants and contracts for activities under WIA Title 1B, including how potential bidders are made aware of the availability of grants and contracts. Include the process to procure training services that are made as exceptions to the ITA process.

The Gila/Pinal Workforce Investment Area will utilize the Request for Proposal process to select eligible service providers for youth. The process will be open and competitive utilizing approved procurement procedures. The Youth RFP is approved by the local WIB and Gila County Board of Supervisors, and is released for Public Notice and Advertising.

After the proposal review process, funding recommendations shall be based on the total score from individual ranking sheets. Once approved by the WIB, funding recommendations will then be forwarded to the Gila County Board of Supervisors for approval. Funding of any and all proposals is subject to funding availability and level of funding by the U.S. Department of Labor.

The Gila/Pinal Workforce Investment Area reserves the right to:

- renew contract(s) for a second year and third year without issuing an RFP for the second year;
- accept or reject any or all of the proposals received and to cancel in part or in its entirety this request if it is in the best interest of the counties to do so;
- negotiate necessary adjustments in proposed funding levels and program activities.
- fund agencies outside the order of rating recommendations; and
- direct sub-contractors to implement changes in accordance with State directives made to comply with the Workforce Investment Act and applicable regulations.

Describe criteria used for awarding grants for youth activities, including criteria used to identify effective or ineffective youth activities and providers of such activities.

Youth Requests for Proposal evaluations will be ranked based on criteria in the Scope of Work. Criteria to be used in awarding youth providers shall include:

- Executive Summary: target population, service site, facility, outreach/marketing, cost effectiveness, and performance standards;
- Needs/Community Assessment: geographical area, statistics, needs of the targeted area, maps and tables to support the narrative;
- Design and Delivery: activities/services for the different targeted areas and clear definitions of activities, quality and innovative approaches; outcomes meet or exceed performance, partnerships, retention of youth;
- Composition of the Collaborative/Partnership: specific responsibilities of each partner; written agreements, partner services clearly stated; and

- Experience: Past performance: qualified staff, organization chart, staff job descriptions.

The following categories will serve as the Gila/Pinal Workforce Investment Board performance and reporting requirements during the contract period. These categories are subject to change. The following categories have been assigned points to be utilized to assess each contractor's progress toward the attainment of the requirements on a quarterly basis:

- attainment of Federal Performance Measures (20 points) and contractor has met or exceeded performance measures;
- expenditures (10 points) and expenditures are in-line with RFP and federal guidelines;
- service levels (10 points) and contractor has enrolled number of participants in contract;
- program monitoring outcomes (20 points) and contractor will be monitored by staff twice a year to ensure program compliance;
- fiscal monitoring outcomes (20 points) and contract will be monitored by staff twice a year to ensure fiscal compliance; and
- monthly/quarterly reports, etc. (20 points) and reports include at a minimum, but not limited to.

Other organizations not currently or previously providing youth services will be evaluated on information obtained from references submitted in the "Reference" section of the RFP. The reference source will be asked to provide an overall assessment of program performance and capabilities, including:

- actual performance vs. planned goals;
- type of program services funded;
- participant characteristics (number served, age, target group)
- geographic area served;
- grant amount and duration (including date(s) funded)
- fiscal accountability;
- reporting and record keeping performance/capabilities; and
- customer satisfaction.

The Gila/Pinal Workforce Investment Board expects that each provider will consistently improve performance from quarter to quarter, i.e. percentage increases. The WIB will provide technical assistance and training, based on individual agency need, to improve agency performance.

Describe the procedures established for providers of youth or training services to appeal a denial of eligibility, a termination of eligibility or other action by the Local Workforce Board or One-Stop Operator.

The following is the Administrative Appeal Procedure for organizations/individual(s) who wish to file a complaint due to funding recommendation process for WIA programs. Appeal Process shall adhere to Gila County's process.

Requesting an Appeal

Appeals must be submitted in writing.

1. Appeals may be made only for an alleged violation of the proposal review process, which resulted in discrimination or unfair consideration.
2. When an appeal is made, the committee may make the following recommendations:
 - There was compliance with applicable procedural requirements.
 - Any deviation from applicable requirements was not substantive and did not significantly affect the results. A recommendation of changes to be adopted for future RFP review process is in order.
 - There was a deviation from applicable procedural requirements that may have significantly affected the outcome. Committee may recommend review or other appropriate action. The recommendation may be made to the Gila/Pinal Workforce Investment Board.
3. The written appeal request must be delivered to the Gila/Pinal Workforce Investment Board by the end of the second business day after the Committee makes its recommendations.

Submit to: Gila/Pinal Workforce Investment Board
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

4. The Appeals Committee will be composed of three (3) members. The Workforce Investment Board Chair will identify three (3) WIB members to hear appeals and two (2) members to stand as alternates in the event an Appeals Committee member is unable to participate. Representation of the WIB Appeals Committee should be reflective of as many diverse representative sectors as possible to minimize the possibility of conflicts of interest. If a representative of the organization/individual(s) requesting an appeal hearing is not present, the appeal request will be automatically denied.
5. In the event that an appeal is upheld, the Appeals Committee will forward their decisions(s) to the Youth Council for further consideration. Final recommendations will be forwarded to the WIB. Once review by the WIB, the appeal will be forwarded to Gila County Board of Supervisors for final approval.

E.4 Communication

Describe how the Local Workforce Area will communicate performance results to stakeholders.

The WIB Program Manager shall create a report quarterly that would reflect results of our performance. This report would be given to the Gila and Pinal County Board of Supervisors quarterly at a regular meeting. This would be posted on the Gila/Pinal Workforce Investment Area website.

Describe how the Local Workforce Area will communicate financial information and service information to stakeholders.

The WIB Program Manager shall report quarterly on financial, information, and performance to the Gila/Pinal WIB and Gila and Pinal County Boards of Supervisors and posting reports on the website.

Describe the communication protocol and how the Local Workforce Board, local elected officials, partners and all staff are informed on a regular basis regarding activities, performance outcomes, and budgets with at least one joint meeting held annually between the Chief Elected Officials and the local board.

- Local elected officials shall be updated quarterly at a regular board meeting by WIB Program Manager.
- Partners and staff shall be kept up to date by the One-Stop Manager with a monthly or as needed meeting to discuss needs for clients along with any changes in their programs. Partners shall report to the WIB at each quarterly scheduled meeting on service information, needs or changes.
- WIB Program Manager would coordinate a work session annually with the Board of Supervisors.

Describe in detail how the local board will resolve conflicts that may arise (but not limited to) between the following:

- **Board Members**
Any grievance/conflict will be submitted in writing to Chairman*. The Chairman would then try to resolve the issue. If Chairman cannot resolve conflict an outside mediator would be brought in to resolve conflict and give board a recommendation if board action is necessary. If grievance/conflict is with Chairman, the Vice Chair would follow the same procedures but would be the first contact.
- **Service Delivery Partners**
Any grievance/conflict must be submitted in writing to the One-Stop Manager. The One-Stop Manager would notify the Chairman* and work together to resolve the grievance/conflict. If grievance/conflict is with One-Stop Manager, the Chairman will work with the Executive Committee to try to resolve the grievance/conflict. If they can't resolve the conflict, an outside mediator would be brought in to resolve conflict and give board a recommendation if board action is necessary.
- **Consortium Partners**
Any grievance/conflict must be submitted in writing to the WIB Program Manager. The WIB Program Manager shall notify the Chairman of the WIB. The WIB Program Manager and One-Stop Manager shall work together to try to resolve the grievance/conflict. (They shall keep the Chairman* of the WIB informed. If necessary, the Chairman can be asked to help resolve the grievance/conflict.) If they can't resolve the conflict, an outside mediator would be brought in to resolve conflict and give the WIB a recommendation if board action is necessary.

*If Chairman is not available or has a conflict of interest they may appoint another board member on the LWIB.

F. Equal Opportunity and Affirmative Action

Reference Local Governance Policy; One-Stop Delivery System Policy; One-Stop Center Certification Policy.

A system that includes compliance with WIA Section 188, Title IV of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Age Discrimination Act of 1975 and Title IX of the Education Act of 1972, and the current State of Arizona Method of Administration.

Describe how each access site identified in D.1 will ensure compliance with the State's Methods of Administration (i.e., Equal Opportunity and Americans with Disabilities Act requirements).

Gila/Pinal Workforce Investment Act One-Stop Comprehensive Career Centers fully complies with the Americans with Disability Act, Section 504 of the Rehabilitation Act of 1973 (amended) Section 188 of the WIA of 1998, Age Discrimination Act of 1975, Title IX of the Education Act of 1972, and 29 CFR Part 37. This applies to any recipient, programs and activities that are part of the One-Stop delivery system and that are operated by One-Stop partners listed in section 121(b) of the WIA, to the extent that the programs and activities are being conducted as part of the One-Stop delivery system, and the employment practices of a recipient and/or One-Stop partners, provided in 29 CFR 37.2.

Gila/Pinal Workforce Investment Act is committed to making all services, facilities, and information accessible for individuals with disabilities. This applies to all programs, activities, and services provided by or made available to potential employees, volunteers, contractors, service providers, licensees, clients, and potential clients within the Gila/Pinal One-Stop Comprehensive Centers. To reinforce this commitment, all recipients and service providers are required to provide written assurance in their agreements, grants, and contracts they are committed to and will comply with the requirements of the WIA, Americans Act with Disability (ADA), Rehabilitation Act or 1973, and with 29 CFR and Part 37.

Gila/Pinal Workforce Investment Act has established a communication system that is accessible to all registrants, applicants, eligible applicants/registrants, applicants for employment, employees and interested member of the public, making them aware of the WIA One-Stop's obligation to operate its programs and activities in a nondiscriminatory manner, and the extent of the rights of members of these groups to file complaints of discrimination.

Provide contact information and identification of the Local, State, and Federal EO Officers available in all facilities used to conduct WIA Title 1 funded activities or trainings.

Gila/Pinal EO Officer
Christina Throop
5515 S Apache Ave. Suite 200
Globe, AZ 85501
Phone: 428.425.7631 - Fax: 928.425.9468
Cthroop@gilacountyaz.gov

Arizona WIA EO Officer
Lynn A. Nedella
Employment Administration
Department of Economic Security
1789 W. Jefferson Site Code 920Z
Phoenix, AZ 85507
Phone: 602.542.3957
Fax: 602.542.2491
TTY/TDD: 7-1-1
LNedella@azdes.gov

Civil Rights Center Director
Naomi M. Barry-Perez
U.S. Department of Labor
200 Constitution Avenue NW
Room N-4123
Washington DC 20201
Phone: 202.693.6502
Fax: 202.693.6505
TTY: 202.693.6516

G. Evaluation and Market Analysis

Reference Local Governance Policy; One-Stop Delivery System Policy, Balanced Scorecard
The Local Workforce Area Business Plan must describe the labor market and economic context in which the local workforce system (including all the programs in the State Integrated Workforce Plan) is operating, based on accurate and timely labor-market, demographic, and economic information, with particular attention given to high-need, under-served, under-employed, and/or low-skilled subpopulations.

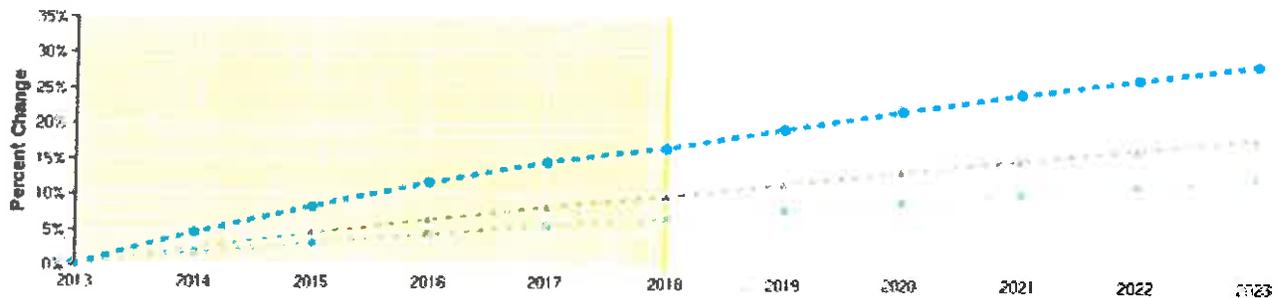
The Local Workforce Area Business Plan must include the following specific information:

1. An assessment of the current situation and projected trends of the Local Workforce Area's economy, industries and occupations, including major economic regions and industrial and occupational sectors.

Current Situation: The State of Arizona and the Gila Pinal Workforce Investment Area were hit hard in the recession resulting in a decline of jobs to the region. A higher proportion of jobs are now in the government sector and construction took the biggest hit in the region. In the past year, there has been a modest rebound in construction and home values, especially in the economic region neighboring Metropolitan Phoenix.

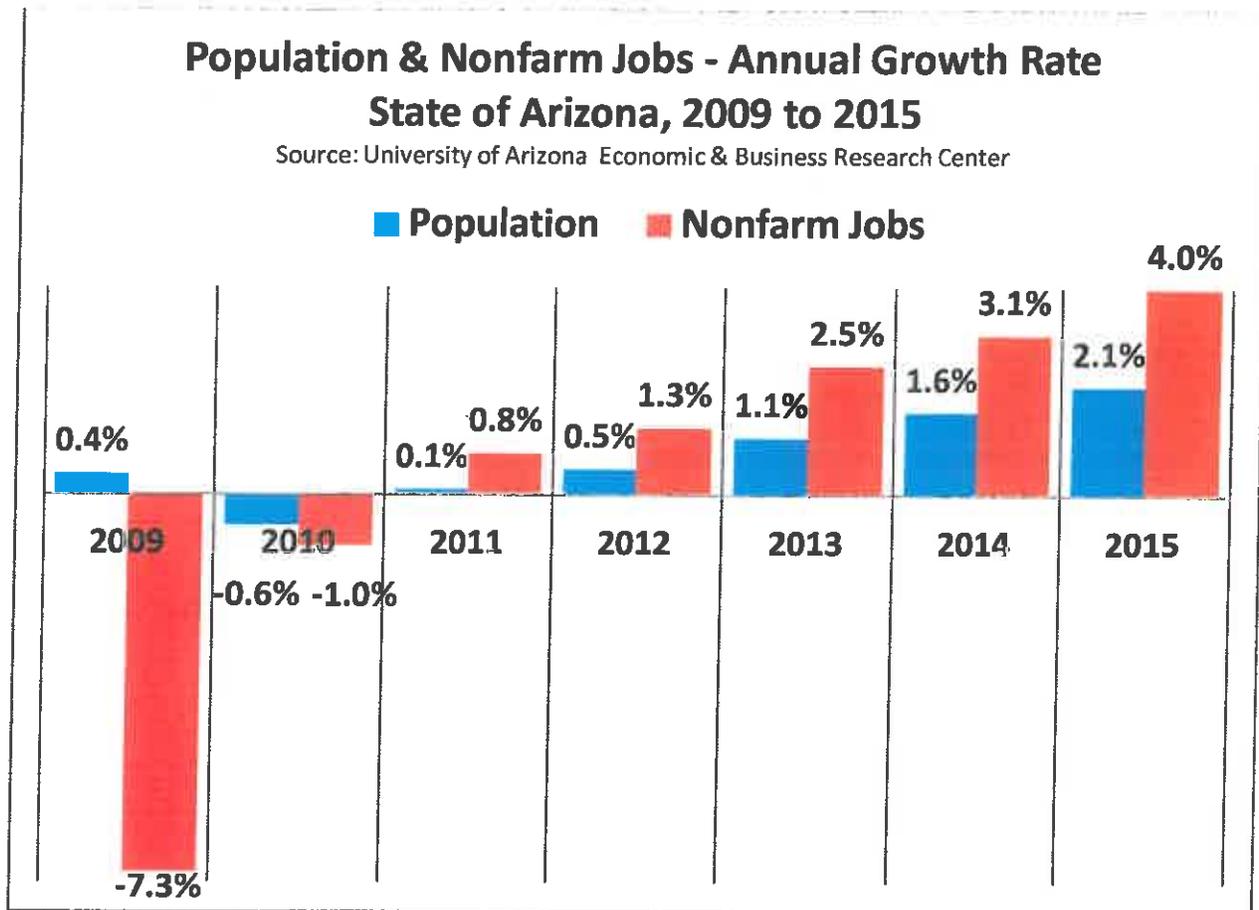
- Currently there are 103,814 people employed in the Gila Pinal Workforce Investment Area with 12,618 unemployed as of May, 2013.
- The annual wage per job in Gila County is \$39,223 and Pinal County is 39,723, as compared to the Arizona average of \$45,396.

Projected Trends: Economic Modeling Specialist International has projected a gradual increase in jobs at a rate faster than the State and the US (see Table below).



Region	2013 Jobs	2018 Jobs	% Change
▲ Pinal-Gila	103,814	121,300	16.8%
■ Nation	182,432,348	194,763,145	6.8%
◄ State	3,395,115	3,732,426	9.9%

- By 2015, University of Arizona Economic and Business Research Center predicts that the Population in Arizona will increase 2.1% a year and Jobs will be increasing at 4.0 percent a year (see Table below).
- By 2018, EMSI projects that there will be 121,300 people employed in the Gila Pinal Workforce Investment Area, a 16.8% increase from 2013.



Economic Regions, Industrial and Occupational Sectors:

- Copper Corridor (Globe, Miami, Superior, Kearney, Winkelman, Hayden and Mammoth) – Government, Mining, Healthcare and Retail
- Northern Gila County (Payson, Star Valley, Strawberry and Pine) – Government, Retail, Healthcare, Hospitality and Real Estate
- Metropolitan Phoenix Growth Area (Maricopa, Casa Grande, San Tan, Queen Creek and Apache Junction) – (Over 50% of population works in Maricopa County) Government, Retail, Healthcare, and Manufacturing, Transportation, and Wholesale Trade
- Metropolitan Tucson Growth Area (Marana, Oracle and Oracle Junction)– (Over 50% of population works in Pinal County) Government, Healthcare, Retail, and Manufacturing and Professional / Technical Services

- Central Pinal County (Florence, Coolidge, Eloy, Arizona City and Casa Grande) – Majority of residents work in Pinal County; Government, Retail Trade, Administrative and Support, Health Care, Manufacturing, Transportation, and Wholesale Trade.

2. *An assessment of the workforce skills and knowledge individuals need to find current and future employment in the local area, particularly those skills and knowledge identified by employers as necessary for economic growth in the Local Workforce Area.*

Largest Openings/Completions Gaps		
Occupation	Related Completions (2012)	Annual Openings (2013)
Elementary School Teachers	20	87
Personal Financial Advisors	0	56
Secondary School Teachers	1	50
Securities, and Financial Services Sales Agents	0	48
General and Operations Managers	18	65

The Gila/Pinal Workforce Investment Board shall develop and implement an Employer Needs Survey. Target date for completion is anticipated by the first year of completion of the plan. The survey shall be conducted to gain knowledge of business needs, barriers and challenges businesses face in accessing the workforce system and challenges faced by employees to become self-sufficient.

3. *A description of the characteristics and employment-related needs of the Local Workforce Area’s population, and diverse sub-populations, including those from racial, ethnic, linguistic groups, older persons, and individuals with disabilities.*

Information for this section is attached in Appendix C.

Some of the data points to local needs based on our regional population and attainment characteristics. These needs are:

- Attainment by Disability - There is not enough data at the local level to analyze how individuals with disabilities are underserved in our region, but 11.8% of Arizona residents with disabilities are employed in the occupation group Production, Transportation and Material Moving, compared to 16.3% of the national population indicating they have a disability, a decrease of 38%.

The Industry most underserved in Arizona is Manufacturing with 7.2% of Arizona residents but 10.6% of federal respondents are employed in this industry, drop off of 47%.

- Educational Attainment – For the population over 24 years of age, educational attainment is very similar for Gila County, Pinal County, Arizona and the United States. In the population from 18 to 24 years of age, Gila and Pinal County residents are considerably lower than for Arizona and the US.

Population 18 – 24 Years				
Education Level	US	AZ	Gila	Pinal
Less than HS Graduate	16.7%	20.8%	29.7%	31.5%
Bachelor's Degree or Higher	9.3%	6.8%	2.0%	3.6%

In the population from 25 years of age and over, education attainment in Gila and Pinal County are lower than that for Arizona and the US.

Population 25 Years and Over				
Education Level	US	AZ	Gila	Pinal
Less than HS Graduate	6.1%	6.6%	5.1%	6.0%
Bachelor's Degree or Higher	17.7%	16.8%	9.4%	12.2%

- Earnings by Gender – For the population 25 years and older, Gila County residents have a lower median earning than US, AZ or Pinal County residents. Females are lower in all groups but lower still in Gila County.

All residents	US Male	US Female	AZ Male	AZ Female	Gila Male	Gila Female	Pinal Male	Pinal Female
25 years or older	41,661	29,422	39,873	29,589	33,693	23,817	40,663	29,397

- Transportation – The Gila Pinal Workforce Region covers approximately the same square miles as the state of Maryland, yet there are very few public transportation options. Gila County populations are clustered in regions that are very far from other economies to work in and the commute tends to be shorter. In Pinal County, many of the residents are commuting out of county or to other communities in the region. The average commute is quite a bit longer than the state and federal average and is one of the biggest challenges to the region.

Mean travel time to work	US	AZ	Gila	Pinal
	25.4 minutes	24.7 minutes	19.3 minutes	32.1 minutes

- Older Persons – The employment status of the population over 65 has some variation across the comparison groups. 15.8% of the US population over 65 is still in the workforce. The state of Arizona is 13.8%, Pinal County is 11.2% and Gila County is 10.3%. It may look like these numbers only vary slightly, but the difference between the

percentage in the workforce between the US and the local region is significant. The economy relies on serving part-time and full-time retired residents, but when a larger percentage of the senior population is retired, capital is not reinvested and there is a shortage of workers that have the most experience working in and managing businesses.

In Labor Force	US	AZ	Gila	Pinal
	15.8%	13.8%	10.3%	11.2%

- Race and Ethnicity – While Gila County is much like the United States in general, Pinal County resembles the state of Arizona as far as population that is Hispanic or of Latino origin. Both have English as a second language issues as well.

Hispanic or Latino Origin	US	AZ	Gila	Pinal
	16.1%	29.4%	17.8%	28.8%

4. Based on the assessments above, an analysis of the skill and education gaps for all individuals within the Local Workforce Area, particularly for those individuals by the programs included in the Local Workforce Area’s Business Plan.

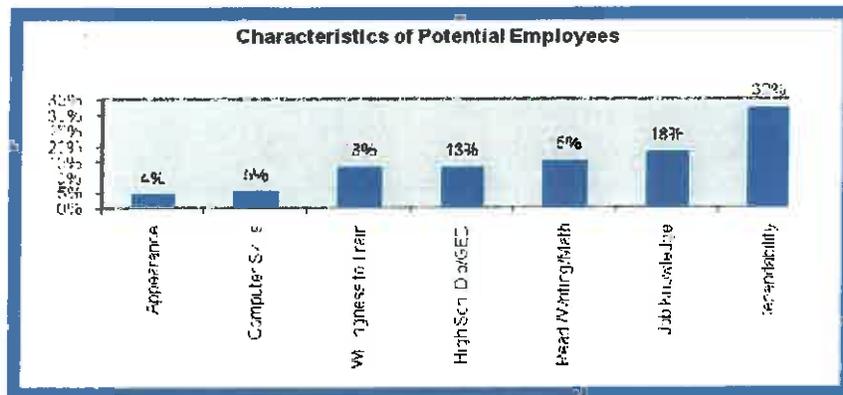
Skill and education gaps for Gila and Pinal counties are lower percentage wise than the State of Arizona and the US.

The Gila/Pinal Workforce Investment Board believes that the primary customer of the workforce development system is the employer. As such, significant efforts are made to ensure that the needs of the primary customer are understood and addressed. Understanding and addressing these needs is critical to the success of the Gila/Pinal Workforce Investment Area.

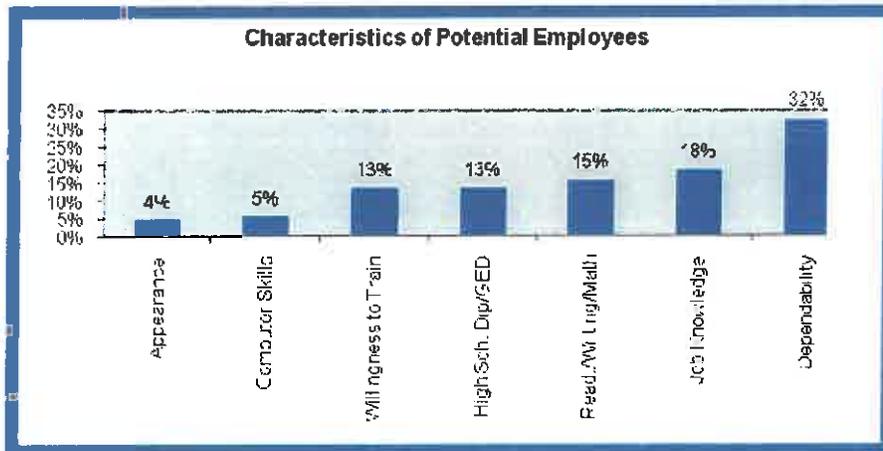
A survey was conducted in Gila and Pinal to gain knowledge of business needs, barriers and challenges businesses face in accessing the workforce system, and challenges faced by employees to become self-sufficient. Preparing job seekers with exactly what local employers need means sharing up-to-date and reliable information about the county’s labor market with businesses, education and training providers, community and government leaders. Providing pertinent information and data ensures that more informed decisions can be made about staffing strategies, educational programs and curricula, workforce policy and career choices.

The following charts represent the employer survey of “Characteristics of Potential Employees”:

Pinal County



Gila County



5. An analysis of the challenges associated with the Local Workforce Area’s population attaining the education, skills, and training needed to obtain employment.

Transportation - In the previous section, transportation was identified as an area of need that has to be considered by the Gila Pinal Workforce Investment Region. This is also true when it comes to the education and training needs of the population. Many in our region do not have access to reliable transportation. This is a systemic issue that needs to be addressed. (Please see Appendix 5: COMMUTING CHARACTERISTICS, for more information about transportation issues.)

Distance and Remote Locations - In addition, the distances associated between population centers within the region, some residents do not have the same educational opportunities available to them. The breadth of programs is limited in the more remote areas of the two-

county service area because of distances and access to trained professionals. One way to mitigate this education and training gap is to take advantage of on-line and interactive TV options. Care has to be taken in making sure that these are truly opportunities for all of our sub-populations.

Developmental Needs – Central Arizona College reports that of incoming students that take the required statewide placement exam, over 75% do not meet the requirements for college level mathematics and 55% need to take remedial reading. This ill preparedness puts an extra burden on our workforce investment programs.

6. A discussion of the ability of Local Workforce Area Workforce programs to meet the skill needs of employers in the state and close any skill gaps.

At the time of eligibility, assessments are conducted to identify the skill gaps and appropriate Individual Employment Plan is developed to address the needs of the participant. The Sector Strategy meetings will identify the skill needs of the employer. Through the partnership of the Business Services Team and the WIA programs will work towards closing the skill gaps.

The Workforce Investment Act under 134(d)((4)(E) states that in the event that funds allocated to a local area for adult employment and training activities are limited, priority for intensive and training services funded with Title 1B adult funds must be given to recipients of public assistance and other low-income individuals in the local area. In the federal regulations 20 CFR663.600, the U.S. Department of Labor (DOL) further specifies that funding is generally limited and therefore directs states and local areas to assure that low-income adults receive priority unless the availability of other funds can be demonstrated.

Describe the criteria to be used by the Local Board, under 20 CFR 663.600, to determine whether funds allocated to a local area for adult employment and training activities under WIA sections 133(b)(2)(A) or (3) are limited, and the process by which any priority will be applied by the One-Stop operator.

The Gila/Pinal Workforce Investment Board has declared that funds allocated to the area for adult employment and training activities are limited. Gila/Pinal has established a process that gives priority for services to the recipients of public assistance, other low income individuals and those who meet the eligibility requirements of a dislocated worker or displaced homemaker. In order to identify those individuals who are eligible for and in need of intensive and training services, outreach, and recruitment will be conducted by staff at the local One-Stop Centers.

Special coordination will be required between the One-Stop Operators and ADES Job Service, ADES Family Assistance Administration, ADES Rehabilitation Services Administration, and local community based organizations to ensure an adequate flow of qualified and appropriate referrals of the most-in-need client. Utilizing the inter-agency communications system established through the local “network” agencies, providers will coordinate the referral of eligible participants to the local One-Stop Centers.

For adult services, the most-in-need include public assistance recipients, high school dropouts, single parents, and homeless. For dislocated worker program, occupational and On-the-Job Training funds will be expended for customers in the following priority: high school dropout; high school graduate and above, excluding college graduates.

What changes are anticipated in the regional economy and local workforce that will have workforce development implications?

Urbanization – continued expansion into suburban Phoenix and Tucson. Bedroom Communities (construction) that develop their own economy after the population grows to support trade (retail, healthcare, education, professional services).

Phoenix Mart - Located in the City of Casa Grande, Arizona, PhoenixMart, covering more than 550 acres of commercial and residential development is the first regional sourcing center in the Western Hemisphere. This unique commerce design provides tenants with a singular distribution point that connects worldwide buyers to the greatest selection of goods from all 50 U.S. states complimented by NAFTA and other major international brands. During the construction and upon completion of PhoenixMart, this comprehensive economic development is estimated to generate more than 7,000 new jobs for the state of Arizona and an estimated 3,000 direct jobs to the region (wholesale, retail, distribution).

Dairy Production and Processing – Two new dairy production facilities have been built in Western Pinal County that process dairy products into Greek yogurt and cottage cheese. It is anticipated that there will be 200-400 new jobs in the industry in the next two years.

Apache Gold Casino – Copper Corridor, Southwest corner of San Carlos Apache Tribe that is actually closer to residents of Northern Tucson than the casino in Pima County. The new Casino and its amenities anticipate to employ 300 people by 2014. (Retail, IT)

What industries are growing? Declining?

- Distribution Centers – Growing in both Gila and Pinal Counties
- Healthcare – Growing in all economic regions
- Mining/Advanced Mining – Currently growing but cycles with copper pricing
- Construction – had really declined and is actually growing but in relative terms, is still lagging from peak in 2005.

Identify existing and/or emerging industry sectors in which the local area will focus its workforce efforts. Identify those that are statewide chosen sectors as outlined in the State Plan.

- Currently in State Plan - Healthcare
- ACA and DES facilitated Strategy not yet in State Plan - Manufacturing
- Emerging – Mining, Regional Sourcing (PhoenixMart), and Hospitality

Using the most current Labor Market Information provide the percent of jobs that exist in each sector in the local area and the number that are projected to exist in the next five years.

Pinal Gila Jobs by Industry (March 2013):

NAICS	Industry	Jobs
11	Agriculture, Forestry, Fishing and Hunting	3,358
21	Mining, Quarrying, and Oil and Gas Extraction	3,537
22	Utilities	320
23	Construction	4,605
31	Manufacturing	4,918
42	Wholesale Trade	1,638
44	Retail Trade	10,793
48	Transportation and Warehousing	2,193
51	Information	980
52	Finance and Insurance	3,143
53	Real Estate and Rental and Leasing	4,656
54	Professional, Scientific, and Technical Services	3,912
55	Management of Companies and Enterprises	62
56	Administrative and Support and Waste Management and Remediation Services	8,707
61	Educational Services (Private)	1,468
62	Health Care and Social Assistance	8,750
71	Arts, Entertainment, and Recreation	1,602
72	Accommodation and Food Services	6,673
81	Other Services (except Public Administration)	5,709
90	Government	26,746
99	Unclassified Industry	44

Pinal Gila Job growth by Occupation:

Occupation	Change in Jobs (2013 - 2018)
Retail Salespersons (41-2031)	569
Real Estate Sales Agents (41-9022)	421
Combined Food Preparation and Serving Workers, Including Fast Food (35-3021)	363

Pinal Gila Job Growing Industries:

Industry	Change in Jobs (2013 - 2018)
Local Government, Excluding Education and Hospitals (903999)	1,611
Elementary and Secondary Schools (Local Government) (903611)	995
Facilities Support Services (561210)	897

Identify the level of educational attainment needed for the sectors selected and the recognized credentials that can be expected to be attained.

Healthcare	CNA, LPN, RN,
Manufacturing	OSHA, Apprenticeship, Certification
Mining	MSHA, Apprenticeship, Certification

Identify the resources available for training in the workforce development area, including primary and secondary education systems, colleges, adult workforce centers, private training providers, local one-stop centers, etc.

Listed below are the resource available for training in Gila and Pinal Counties:

Gila County – Primary Schools

- Globe Unified School District
- Hayden-Winkelman Unified School District
- Miami Unified School District
- Payson Unified School District
- Pine-Strawberry Elementary District
- Tonto Basin Elementary District
- Young Elementary District

Gila County – Secondary Schools

- Globe High School
- Hayden-Winkelman High School

- Miami High School
- Payson High School

Gila County – Charter Schools

- Destiny School, Inc.
- Liberty High School
- Payson Center for Success
- The Shelby School
- Globe Education Center
- Payson Education Center

Pinal County – Primary Schools

- Apache Junction Unified School District
- Casa Grande Elementary District
- Coolidge Unified District
- Eloy Elementary District
- Florence Unified School District
- J O Combs Unified School District
- Mammoth-San Manuel Unified District
- Maricopa Unified School District
- Mary C O'Brien Accommodation District
- Oracle Elementary District
- Picacho Elementary District
- Ray Unified District
- Red Rock Elementary District
- Santa Cruz School District
- Stanfield Elementary District
- Superior Unified School District
- Toltec Elementary District
- CVIT – Superior High School

Pinal County – Charters

- Akimel O Otham Pee Posh Charter School, Inc.
- American Charter Schools Foundation
- Athlos Traditional Academy
- Casa Verde High School
- Eduprize Schools
- Graysmark Schools Corporation
- Leading Edge Academy Maricopa
- Legacy Traditional Charter School
- Pinnacle Education
- Sierra Oaks School
- Toltec District Charter Schools
- Imagine Prep

Pinal County – Secondary Schools

- Casa Grande Union High School
- CAVIT – Casa Grande High School
- CAVIT – Central Arizona Valley Institute of Technology
- CAVIT – Coolidge High School
- CAVIT – Florence Unified
- CAVIT – Maricopa Unified
- CAVIT – Poston Butte High School
- CAVIT – San Tan Foothills High School
- CAVIT – Santa Cruz Valley Union High School
- CAVIT – Vista Grande
- Coolidge High School
- Combs High School
- Desert Winds High School
- Eloy High School
- Florence High School
- Maricopa High School
- San Manuel High School
- Poston Butte High School
- Ray High School
- San Tan Foothills High School
- Superior High School
- Vista Grande High School

Universities/Community Colleges/Other

- Northern Arizona University
- Central Arizona College
- Eastern Arizona College
- PPEP
- Goodwill
- SCSEPT (Senior Program)

G.1 Waivers

Describe how state approved waivers will be used by the Local Workforce Areas delivery of services including methods of evaluation of effectiveness of the waivers.

The Gila/Pinal Workforce Investment Area will utilize the following state approved waivers:

- Adult-Dislocated Worker Funds Transfer
Gila/Pinal shall monitor the Adult and Dislocated Worker Programs quarterly to see if training demand has increased for each program. By transferring funds, the local area can continue to ensure a more effective delivery of WIA services.

- **Competitive Procurement for Youth Program Elements**
The Gila/Pinal Workforce Investment Area uses the Request for Proposal process to procure the Youth Program every three years. By procuring the Youth Program, local areas can maximize quality-training opportunities and identify eligible providers and awarding contracts based on recommendation of the Youth Council.
- **Initial Eligibility**
- **Program Performance and Cost Waiver for Eligible Training Providers**
The local area Eligible Training Provider Approve shall work with the state and providers to ensure an understanding of how to gather and report performance outcomes on established policies and procedures.
- **Common Measures**
The Gila/Pinal Workforce Investment Area shall negotiate with the State every year for performance goals under the Common Measures. Monitoring of the programs shall be quarterly for progress and to provide technical assistance, if needed.
- **Incentive Funds**
The Gila/Pinal Workforce Investment Area, if qualifies for Incentive Funds, shall utilize the waiver to provide the WIA require activities. Monitoring of funds shall be done quarterly.

H. Integrated Service Delivery

Reference: *Service Integration Policy; One-Stop Delivery System Policy; One-Stop Certification Policy; Adult and Dislocated Worker Policy*

The Workforce Arizona Council policy will require three (3) Functional Teams in Comprehensive One-Stop Centers:

- **Welcome Team:** that greets and directs customers, conducts a triage assessment, collects registration information, and refers internally or externally for assistance. (Entry, Resource Room)
- **Skills and Career Development Team:** that does skills analysis, facilitates assessment and testing, identifies support needs, provides career guidance, arranges for soft skills training, and refers to program specific occupational training. (Resource Room, Case Management, Pre-Employment Training)
- **Business Services Team:** that provides services to job ready customers and to employers including job clubs, facilitating on-the-job training arrangements, job development, business development, job matching and customized recruitment efforts.

H.1 Workforce Area Program Alignment

Describe the nature of the business conducted in the one-stop centers and include the Local Workforce Investment Board's vision, mission and core values. This portion of the Local Area Business Plan must describe the LWIB's strategic vision for the LWIA's economy and overarching goals for the LWIA's workforce system. This vision should provide the strategic direction for the LWIA workforce system and guide investments in workforce preparation, skill development, education and training, and major initiatives supporting the State Integrated Workforce Plan.

The Local Area Business Plan also must specifically address the LWIB's vision for aligning efforts among workforce development partners to achieve accessible, seamless, integrated, and comprehensive service, and how programs and activities described in the plan will support the LWIA's economic development needs and the employment and training needs of all working-age youth and adults in the service delivery area.

Describe how subject matter experts for each funding source will be identified.

Subject matter experts for each funding source consist of the managers and supervisors within the local area for each of the partners. They possess the knowledge and expertise in their areas of responsibility based on work history and experience.

Management level staff is able to assess the needs of workforce staff and work to implement practices related to their area of expertise to enhance services to customers of the workforce system.

Describe how training and capacity building will enhance service delivery.

In order for customers to receive seamless services in a true One-Stop environment it is imperative that all partners in the system understand each partner organization, their services and their goals. Cross-training shall be provided by partners in the system. All partners need to achieve specific program goals and by cross-training and teamwork, partners shall achieve their goals. As with all aspects of joint planning, capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement. The partners agree to work continuously to ensure collaboration with State and the local area to provide service delivery in response to identified capacity building needs.

Staff will be mandated to take the core competencies training approve by the State Workforce Board. The training will consist of annual refreshers and customer services per State Policy #04-2013.

Describe how the Site Manager will be determined for each comprehensive center and the roles and responsibilities of the Site Manager.

The Site Manager for the Casa Grande Comprehensive One-Stop Center has already been selected. The Gila/Pinal Site Manager shall be called the One-Stop Manager. The Globe Comprehensive One-Stop Center Site Manager will be selected by 6/30/2014. The roles and responsibilities of the Site Manager will be the oversight for the day to day operations in the comprehensive one-stops..

Responsibilities include, but are not limited to:

- Staffing plans that provide adequate coverage at all time
- Ensure all staff adhere to internal policies and procedures
- Ensure all staff present a professional and positive image
- Ensure consistent communication procedures are follow
- Train staff on compliance with emergency procedures
- Train staff on customer complaints/unusual incidents
- Coordinate workforce staff meetings which includes monthly partner meetings
- Develop and implement plans, programs, procedures that enhance operational efficiency
- Report local performance standards and outcomes
- Coordinate office recruiting, job fairs, and hiring events
- Distribute monthly activity calendars to all partners
- Develops and coordinates training, recruitment, and job placement resources, procedures and materials.
- Serves as Coordinator for the One-Stop Center. Coordinates One-Stop training to include cross training of staff.
- Tracks and monitors all visitors to One-Stop Centers.
- Coordinates scheduling of conference rooms, interview rooms, and resource rooms for the partners, employers and the community.
- Schedules and conducts tours of the facility, coordinates reception area to ensure quality client flow.

- Evaluate One-Stop effectiveness and recommend improvement
- Communicate with Service Access Sites..

Provide information on staff job titles and roles and responsibilities.

Gila/Pinal LWIA – established sites include Casa Grande, Globe, Apache Junction, and Payson

WIB Program Manager - 1

Oversees the planning, development and implementation of WIA Programs in Gila and Pinal Counties to enable adult, youth, and dislocated workers to obtain gainful employment in accordance with State and Federal guidelines and regulations, Workforce Investment Board, and the Board of Supervisors guidelines; evaluates program needs and recommends appropriate actions; develops and implements policies and procedures to carry out program; develops, coordinates and administers Workforce Investment Act; coordinates and manages activities required of the One-Stop Partners. Develops and implements program operating plans. Hires, supervises and monitors the performance of assigned personnel; coordinates employee training; ensures compliance with contractual requirements, departmental policy and procedure, and regulations governing community services activities; provides technical guidance to staff as required. Administers program budgets; monitors and controls expenditure. Monitors and evaluates the effectiveness of program services; develops and implements continuous improvement system for workforce programs. Provides technical program assistance to service providers. Coordinates the development and implementation of the board Two-Year Strategic Plan. Provides orientation and ongoing training of board members as required. Writes and develops grants; administers grant funding; Analyzes and prepares departmental/program reports. Develops and coordinates new job training programs; coordinates special projects as required. Performs data input for all WIA documentation; ensures documentation meets compliance requirements. Prepares program operating manual for service providers. Recruits board members from Gila and Pinal Counties; schedules board meetings; prepares meeting agendas and maintains meeting minutes.

One-Stop Manager – 2

Promotes workforce and career development through marketing and partnership with employers. Partners with local Chamber of Commerce to promote the Workforce Investment System and accomplish job training, recruitment and placement. Develops and maintains relationships with local and potential business and business owners to promote economic development, workforce and employment opportunities, and to help meet the needs of businesses and potential employees. Develops and coordinates training, recruitment, and job placement resources, procedures and materials. Serves as Coordinator for the One-Stop Center. Coordinates One-Stop training to include cross training of staff. Coordinates development of common intake and orientation sessions and develops a One-Stop Presentation. Conducts satisfaction surveys and interviews One-Stop Customers for quality service. Tracks and monitors all visitors to One-Stop Centers. Coordinates scheduling of conference rooms, interview rooms, and resource rooms for the partners, employers and the community. Schedules and conducts tours of the facility, coordinates reception area to ensure quality client flow. Assists in overseeing the operation of assigned programs

REPAC – Dislocated Worker Program - Career & Employment Specialist – 3

Plans and implements orientation, eligibility and intake for Gila/Pinal WIA Title I Dislocated Worker Program; interviews, advises, and guides a diverse population of clients to ascertain employability; interprets and explains regulations, rules, policies, and procedures to clients; may determine client eligibility for services; ensures that applications and other forms are completed accurately and thoroughly. Assesses client's education, work experience, skills, abilities, qualifications, and job interest; assesses client readiness for job referral, classroom training, on-the-job training, and/or support services; attempts to match clients with available employment, training, or other opportunities/services. Analyzes information obtained from interviews, tests, and other sources to develop short- and long-term client goals; develops and implements individual employment plans. Contacts public and private employers, community resources, local Department of Economic Security (DES) offices and other organizations in order to develop on-the-job training and/or direct job placement for clients; maintains cooperative relationships with employers, academic and vocational training institutions, and support service and community resource agencies; maintains an awareness of local job market and opportunities to assist in providing guidance to clients; may attend job fairs, conduct special workshops, presentations, group orientations, or perform other training and outreach activities. Monitors and evaluates client's progress through program components; monitors service providers through reports and site visits; resolves any problems or provides guidance and counseling; may make phone calls or conduct field visits to investigate clients' progress in various programs designed to assist clients in preparing for and obtaining employment; establishes and documents program participant eligibility. Provides ongoing case management for active clients; coordinates support services including gas vouchers, vehicle maintenance, and Local/State support services; assists clients with unemployment insurance and identifying/contacting training institutions. Responds to public inquiries via telephone and in person; refers callers to appropriate programs or support providers/services. Provides assistance in Local Resource Center as required; provides assistance with rapid response activities. Drafts and monitors Local On-The-Job Training (OJT) agreements and individual training account vouchers for colleges and trade schools. Maintains monthly contact onsite and/or via telephone with Tribal areas; provides brochures and presentations for assigned areas. Prepares and submits reports in accordance with program reporting requirements. May conduct workshops regarding employment, resumes and applications, and interviewing.

REPAC – Dislocated Worker Program - MIS Specialist – 1

Responsible for verifying and maintaining participant files and data in the state database. Perform quality control audits to ensure accuracy, completeness, or proper usage of program funds and data. Prepare MIS procedures manuals to assist employment specialists to operate more efficiently and effectively in capturing data. Compile, sort and verify the accuracy of data before it is entered. Compare data with source documents. Store completed documents in appropriate locations. Locate and correct data entry errors, or report them to Career & Employment Specialists and Program Manager. Maintain spreadsheets of activities and completed work. Generate data queries based on validation checks or errors and omissions identified during data entry to resolve identified problems. Design forms for receiving, processing, or tracking data. Process data including receipt, entry verification, or filing of information. Monitor work productivity or quality to ensure compliance with state and federal regulations. Prepare status reports by collecting, analyzing, and summarizing information and

trends. Develop and implement records management for filing, protection, and retrieval of records and assure compliance with program policies. Review forms and reports and confer with program manager and case managers about format, distribution, and purpose, and to identify problems and improvements. Design, evaluate, and recommend changes to the MIS process.

CAG – Adult Program – WIA Program Coordinator/Follow-Up Specialist - 1

Responsible for training of WIA adult program staff and oversight of WIA adult program. Ensures compliance to federal/state program regulations at provider and administrative entity level. Negotiates performance based and fixed unit contracts for the Executive Director's signature. This position is responsible for the preparation and presentation of numerous reports. Attends meetings of the Workforce Investment Board and its sub-committees. Coordinates local job training activities with other related programs (i.e. social services, economic development). Acts as liaison between staff and educational institutions, related state agencies, federal agencies, CAAG's elected officials, municipal staff, and citizen advisory groups. Develops and implements program budgets. Provides budget oversight to CAG for social service programs to ensure sufficient program funds are available to meet goals. Other duties to include special projects, grant writing, and designing of training programs related to WIA program needs. This position is responsible for setting an example for other CAG staff regarding CAG procedures as described in the Employee Manual. Provide quality assurance of client files by reviewing client files maintained by each case manager as well as files entered in State's data collection program, AJC. Files will be selected at random and reviewed no less than four times per year. Work with Gila County staff regarding AJC issues and corrections. Prepares financial and program reports for submission to program director on a monthly basis. Ensure that Job Clubs and Youth Meetings are scheduled by staff on a monthly basis for Globe-Miami, Copper Basin area, Payson and Apache Junction. Work with staff, if necessary regarding topics or speakers as well as approve agendas. Maintains records and prepares One Stop Performance quarterly reports for submission to Program Director. Prepare bi-monthly financial draws to be submitted to CAG fiscal department. Assist staff with client recruitment efforts to ensure contract goals are met. Provide oversight of Globe office by ensuring office coverage and supervision of local staff. Approve and sign timesheets and leave of absence requests from Globe area staff. Attend interagency meetings in local area to keep abreast of new programs and funding as well as to promote WIA program. Review and approve all Individual Training Accounts and Letter for payment of tuition and books issued by the Globe Office. Review and approve all Work Experience positions and contracts issued by the Globe office. Maintain list of individuals interested in enrolling in WIA program; schedule orientation meetings; assist staff with recruitment efforts to ensure contract goals are met.

Responsible for provides follow-up services to all WIA clients who have been exited from the WIA active program to ensure employment, job retention, and wage gains. Maintain accurate and complete case notes to outline client progress and to provide reference for any staff who may be involved with case file. Maintain monthly and quarterly logs for verification that required contact and follow-up has been completed. Accurate entry of data into State's data collection program. Provide information to clients to resolve problems, motivate and encourage the client. Provide information to clients regarding possible employment opportunities.

CAG – Adult Program – Case Manger II

In conjunction with the client, formulates an Individual Service Strategy (ISS) which identifies vocational goals, barriers to employment and supportive service needs. In cooperation with the client, determines appropriate course of action to overcome identified barriers and records information on the ISS. Meet with clients approximately every two weeks to assess on-going training and/or supportive service needs. Review ISS, on a regular basis, to ensure continued progress in training or job search program. Maintain accurate and complete case notes to outline client progress and to provide reference for all staff involved with the client. Provide counseling to clients to furnish information, resolve problems, motivate and encourage the client. Assist Program Coordinator with supervision of Case Manager. This Position is responsible for setting an example for other CAG Staff regarding CAG procedures as described in employee manual. Coordinate with various public service agencies, throughout the satellite office's area, to establish effective networking linkages and to gather referral information necessary for clients. Prepare supportive service forms for approval by WIA Program Coordinator and review data submitted by Case Managers. Collect information necessary in the preparation of case files. Contact clients to provide information regarding possible employment opportunities. Conduct workshops, orientations and youth meetings. Ongoing data entry into state's data collection program.

CAG – Adult Program – Case Manager - 3

In conjunction with the client, formulates an Individual Service Strategy (ISS) which identifies vocational goals, barriers to employment and supportive service needs. In cooperation with the client, determines appropriate course of action to overcome identified barriers and records information on the ISS. Meet with clients approximately every two weeks to assess on-going training and/or supportive service needs. Review ISS, on a regular basis, to ensure continued progress in training or job search program. Maintain accurate and complete case notes to outline client progress and to provide reference for all staff involved with the client. Provide counseling to clients to furnish information, resolve problems, motivate and encourage the client. Coordinate with various public service agencies, throughout the satellite office's area, to establish effective networking linkages and to gather referral information necessary for clients. Prepare supportive service forms for approval by WIA Program Coordinator. Collect information necessary in the preparation of case files. Contact clients to provide information regarding possible employment opportunities. Conduct workshops, orientations and youth meetings. Ongoing data entry into state's data collection program.

CAC – Youth Program – Coordinator II - 1

Ensure youth program is in compliance with federal, state, and CAC policies, rules and regulations. Develop and coordinate program development activities. Maintain all required budget records and prepare required financial reports. Oversee and manage the grant budget. Ensure project meets the performance measures required by the funding agency. Supervise Case Management Specialists and maintain the required lines of authority and communication. Confer with case managers regarding training needs of clients. Formulate training policies, programs, and schedules, based on knowledge of identified training needs of clients. Coordinate local job training activities with other related programs (e.g., social services, economic development programs). Collaborate with and assist CAC marketing staff with developing project marketing and promotional literature for distribution, such as press releases, articles,

newsletters, brochures and flyers. Develop project evaluation. Create and administer surveys and other instruments to assess project progress and outcomes. Maintain all required records, files, and databases. Complete required evaluative and progress reports.

CAC – Youth Program - Secretary - 1

Perform the full-range of administrative support duties in the assigned department. Confer with supervisor to discuss work processes, plans, actions to be taken and appropriate work assignments/schedules for office, provide information, and receive instruction and guidance. Maintain supervisor and/or department calendar, schedule appointments and meetings. Arrange travel and lodging support for division members when appropriate. Manage multiple priorities and tasks simultaneously and makes decisions according to established guidelines and procedures. Perform administrative support duties in support of the area assigned, including dictation and transcription, composing correspondence, collect and compile research information, prepare/process reports and verify accuracy as required. Maintain assigned annual budget using appropriate control mechanisms to ensure accuracy

Youth Program - Case Manager Specialist – 3

Identify youth participant issues and challenges that may impede progress and success through active interaction. Link participants with appropriate professionals and/or supporting resources as needed. Meet with designated clients on a regular basis to assess on-going training and/or supportive service needs. Provide counseling to clients to furnish information, resolve problems, motivate, and encouragement. Formulate Individual Service Strategy (ISS) that identifies vocational goals, barriers to employment and supportive service needs. Review ISS, on a regular basis, to ensure continued progress in training or job search program. Document the delivery of services, progress toward goals, and goal attainment through ISS development and revision, and case notes maintained online through the WIA Case Management System and the participants' hardcopy files. Facilitate study skills workshops and work readiness workshops. Organize other workshops as required. Maintain accurate and complete case notes to outline client progress and to provide reference for all staff involved with the client. Ensure participant eligibility using established requirements and procedures. Document eligibility using required documentation protocol. Provide guidance and direction to the success coaches. Ensure success coaches maintain required contact with peers and document meetings, issues, and challenges. Provide 12 month follow-up and retention activities to ensure youth are provided with the necessary support and services following program completion and transition to post-exit status. Work with participants to identify barriers prohibiting self-reliance and productive citizenship. Employ required retention/post-exit strategies. Maintain regular contact with participants, supervisors, and/or training/education providers to monitor the youths' status, identify and provide necessary supports, and intervene as needed. Perform scheduled contact attempts and the retrieval of current status back up documentation. Coordinate follow-up activities to enhance post-exit services, to increase retention-related performance.

ES Area Manager

Manages and evaluates the daily activities of staff in an independent, full-service employment service offices; monitors productivity and procedures to ensure Employment Service program that include, Trade Adjustment Assistance (TAA), Reemployment Services Program (RSP), Employer Relations, and Migrant Seasonal Farm Worker (MSFW) program are initiated and

operated in compliance with Department of Labor, State and Administration rules, laws, and regulations, and mandated goals; Responsible for the delivery of employment services to the public and business community within the Workforce Development System, One-Stop Career Centers; recommends disciplinary personnel actions; hires and trains staff; authorizes payroll, time sheets, travel vouchers, leave and training requests; conducts performance evaluations; provides instructions and determines solutions in assigned program area; provides technical assistance and direction based on research, analysis and interpretation of program rules and regulations; resolves and reports complaints and or issues from customers; prepares reports and develops action plan to correct deficiencies; maintains relationship with community resources to coordinate program services; confers with program management officials; travels to attend management meetings and training; represents the Agency in a variety of meetings; delivers program presentations to groups; conducts special projects.

Employment Services Supervisor – 1

Supervise and evaluate the daily activities of staff within the Employment Service office(s); responsible for meeting all program goals and objectives, responsible for the delivery of employment services to the public and business community within the Workforce Development System/One-Stop Career Centers. Conduct outreach to educate the community on Employment Service; promote, market and maintain positive relationships with One-Stop Career Center workforce partners, community organizations and other agency personnel; develop and/or write employer job orders in compliance with Federal and State rules and regulations; assist employers with recruitment of qualified candidates to fill their job openings; host on-site recruitment, job fairs and other hiring events; and develop/conduct employment related workshops.

Monitors processes and procedures to ensure all programs are initiated and operated in compliance with the Department of Labor, State and Administration rules, laws and regulations. Responsible for personnel actions; provides technical assistance and direction based on research, analysis and interpretation of program rules and regulations; resolves and reports complaints and/or issues from customers; prepares reports and develops action plans to correct deficiencies as needed; attends meetings and trainings; delivers presentations and may be assigned to special programs.

Business Services Liaison – 1

Develops and markets business assistance programs. Establishes partnerships with the business community and community based organizations. Serves as a liaison for the LWIA by providing information about the workforce system, trends, market changes and initiatives related to the One-Stop Center. Attends networking functions in the LWIA that includes community, county, Chamber of Commerce, and economic development to provide employer awareness to the business community.

Local Veteran’s Employment Representative (LVER) Supervisor – 1

Responsible for administering and training office staff on veterans programs; insure veterans receive priority of service over non-veterans; comply with federal and state rules and regulations pertaining to veteran programs; provide job development for all veterans that are job ready, conduct outreach services to organizations to promote hiring of veterans, maintain contact with Federal job programs and other entry level employment programs for targeted groups; market

and promote Work Opportunity Tax Credit to employers, coordinate veteran referrals for job training to WIA staff and develop and conduct employment related workshops. LVERs are responsible for supervising Disabled Veterans Outreach Program Representatives and/or Veteran Work Study participants.

Disabled Veterans Outreach Program (DVOP) Case Manager – 1

Responsible for administering veterans' programs in the local office; provide a one-on-one assessment for all veteran applicants entering the One-Stop to assess skills, knowledge and abilities, work history and interests while maintaining client confidentiality; make appropriate referrals to job openings; refer veterans to supportive services; ensure veterans receive priority of service over non-veterans; comply with federal and state rules and regulations pertaining to veterans programs; develop employer relations program to secure job placements for veterans; visit veterans organizations to provide outreach to veterans in need of services; and develop and conduct employment related workshops.

Employment Specialists (Program Service Evaluator) - 4 Casa Grande - 2 Globe – 2 Payson

Provides a wide range of staff assisted employment services to job seekers and the business community which includes: one-on-one interviewing, provide labor market information, resume assistance, develop an individual employment plan, job development, job matching and placement assistance; make referrals to employer openings, training opportunities; conduct employment related workshops; deliver program presentations at orientations; and resolve customer issues/complaints.

Assist employers by writing job orders; assist employers with recruitment of qualified candidates to fill their job openings; and host on-site recruitment, job fairs and other hiring events.

Migrant Seasonal Farmworker Outreach (MSFW) Worker – 1

Responsible for providing services to Migrant and Seasonal Farmworkers (MSFW) and employers with agricultural employment.

Ensure MSFWs are aware of other DES services available as well as Community Based Organizations concerned with the welfare of MSFWs. Provide information relative to the Employment Services complaint system and actions he/she may take with regard to violations. Must be bilingual English/Spanish to communicate with the MSFW population.

Write employer job orders; assist employers with recruitment of qualified candidates to fill their job openings; conduct follow-ups to verify and document referral results on the automated data base system; provide Labor Market Information, deliver program presentations at orientations; resolve customer issues and complaints; respond to customer inquires and explain program services; prepare and submit program related activity reports to supervisor. Conduct housing inspections and prevailing wage/practice surveys as required for the H-2A Program.

Provide customer service to job seekers and business community; maintain positive working relationships with One-Stop Career Center Workforce partners, community organizations and other agency personnel.

Provide daily, weekly, and monthly reports to management concerning activities. Report any violations concerning the treatment of farmworkers to the appropriate enforcement agencies.

Describe the local approach to ensuring cross-training exists as needed for functionally aligned services including staff development and capacity building to ensure staff working with customers have the skills and knowledge needed to provide exemplary customer service.

All staff will be required to attend cross-training on each partner programs in the One-Stop Centers. A Comprehensive One-Stop Information Guide has been developed and will be utilized for each site in Gila and Pinal. This Guide provides partner information on all partner programs which includes eligibility, services offered, and contacts.

Customer Service Training will be developed to ensure we are provided exemplary customer service.

Describe reward and recognition strategies for staff and partners.

Gila/Pinal will recognize staff and partner performance. A “You Shine Award” will be given out periodically to staff when they go above and beyond their normal work scope. At the WIB’s Annual Meeting, recognition of staff and partners will be presented.

Provide the staffing plan for each center along with functional alignment roles and responsibilities and protocols.

The staffing plans for Gila and Pinal Comprehensive One-Stop Centers will include the Welcome Team, Skill and Career Development Team and Business Service Team functions include the following:

Welcome Team Functions

- Workforce staff located in the Centers will be cross-trained on program services and rotated as scheduled.
- Customers new to the Centers will have the opportunity to receive an evaluation of the services needed and get an orientation to the services available in the facility
- Conduct an initial assessment to determine what services are needed
- Check the Arizona Job Connection (AJC) to see if they are a member
- The customer will be routed to the appropriate workforce partner or to the resource room
- Make appropriate referrals to other community services as identified in the assessment
- Job seekers will receive a Gila/Pinal VIP card upon completion of their membership in the AJC system identifying them as a member of the workforce system

Skill and Career Development Team Functions

Workforce Staff will provide services as determined by the Welcome Team:

- Assist job seekers with the completion or updating of their membership in AJC
- Provide a one-on-one session to provide core services to job seekers who need the extra assistance for their job search
- Complete a job match and make appropriate referrals to employers
- Complete a job development contact if there are no appropriate referrals for the job-seeker
- Make appropriate referrals to workforce partners for education/training opportunities
- Conduct REA EUC (UI Claimants) orientations and complete appropriate services/referrals
- Conduct RSP (UI Claimants) orientations and complete appropriate services/referrals
- Assist with providing skills and interest testing through O'Net
- Provide case management services as determined by eligibility criteria

Business Service Team Function

Workforce Center staff that are involved in business services will coordinate together throughout the local area to ensure quality service is provided to businesses. Services may include:

- Assistance with developing and writing job orders in the Arizona Job Connection
- May conduct resume search for immediate referral to job openings
- Schedule outreach activities to employers
- Organize job fairs, in-office recruitments and specialized hiring events
- Attend community meetings as appropriate
- Coordinate and facilitate job clubs and job search workshops
- Attend weekly Business Service team meetings
- Facilitate the collaboration with One-Stops Partners and employers

Describe supervision of each center. Local Workforce Area one-stop operators will be required to present a plan of how each will address formal and functional supervision that does not violate any merit staff requirements, but provides a customer-focused service delivery methodology.

Workforce area management will maintain established responsibilities per job description. The Site Manager will coordinate the day-to-day operations to ensure office coverage and scheduling among all partners. Management staff will report concerns and issues to the Site Manager in order to ensure effective delivery of services to customers.

Describe how the required teams (Welcome, Skills and Career Development, and Business Services) will be configured within each comprehensive center.

The Welcome Team will consist of the receptionist and the assigned workforce center staff as schedule.

The Skills and Career Development Team will consist of all workforce center staff as identified for appropriate services to AJC members requiring specialized assistance for their job search and training needs.

The Business Services Team will consist of local area workforce staff whose key role is to conduct outreach to the business community and provide services to new and existing employers through the Arizona Workforce Connection.

Provide a customer flow chart for job seekers and employers for each comprehensive center.

Customer Flow Chart is attached in Appendix D.

Provide a plan on how the Local Workforce Area will move toward a single point of contact for a business customer and provide a tiered approach to recruitment, screening, assessment and referral that meets the needs and expectations of its business customers.

The Local Workforce Area will have a business service center at each comprehensive one-stop centers in Gila and Pinal for the business customers that will include a generic email address as well as an area specific phone number that can be called to reach a Gila/Pinal Business Service Team representative. Business customers will be able to work with the designated team at the single point of contact for each area to address their needs. The single point of contact for the Local Workforce Area will help business customers get through the system effectively and efficiently by being served by business subject matter experts.

The Business Services Team will be able to provide the following services through the single point of contact approach:

- Job fairs
- Specialized recruitments
- Rapid Response
- Recruitment services
- Training Programs
- On-the-Job Training
- Tax credit information
- Labor market information
- Special population recruitment assistance

The Business Services Team will set up employer accounts through a tiered approach by analyzing the employer's use of the Arizona Workforce Connection system. This will be done in the first year of the new plan and employers will be assigned to a level of service as described below:

Platinum Level – frequent use of services throughout the year determined by three or more services per quarter

Gold Level – frequent use of service that include two services per quarter

Silver Level – use of the service that includes one service per quarter

Bronze Level – use of services one per year

The tiered approach also allows for the types of contact needed to assist the business customer by understanding their needs and the frequency of contact needed to provide excellent customer

service to the business employer. The Business Services Team will gather information on the employers approach to recruitment, screening and appropriate screening tools necessary to make a quality match for referral and placement.

If applicable, describe how the Local Workforce Area will use the Rubrics process to assess and teach the soft skills employers are looking for when hiring quality talent.

Not applicable/not developing at this time.

Describe how job seekers, youth, and employers will be provided an orientation to the workforce system and the local access points.

Orientation to the workforce system will be conducted individually or in groups by the Welcome Team. Also, an Orientation PowerPoint presentation will be set up in the resource room as well as the lobby which will be used to inform customers on the various services offered by the one-stop. Access Points have been trained by one-stop staff to provide orientation.

Describe each level of service, core/intensive/training, and the specific steps describing the activities and services available under each, who will qualify for each and how screening will occur to ensure suitability and eligibility for each. Break out services by adult, dislocated worker and youth.

The One-Stop System provides direct access to core services by different partners and linkages to intensive and training services. Customers can access local labor market information—making informed choices as they prepare for a first job, change careers or transition into new areas.

Core, Intensive and Training services are provided through Comprehensive One Stop Centers or through other affiliated sites or specialized centers. Core services can be a self-service or staff assisted service, intensive services are provided to individuals unable to find work through core services, and training services are available to employed and unemployed adult and dislocated workers who have met the eligibility criteria for intensive services, who have received one intensive service and who are unable to obtain or retain employment through those services.

Services to employers shall offer unified general services throughout all One-Stop locations; meet the individual employer needs; provide assistance from knowledgeable staff, provide labor market information; and provide access to partner services and resources.

The Gila/Pinal Workforce Investment Area's strategy for an integrated delivery system begins with effective partnerships and communications with WIA and Non-WIA partners. Job seekers through a Comprehensive One Stop Center may access self-assisted services; all job seekers are required to complete an AJC Registration. Job seekers may self-register or receive staff assistance with the registration process. They may begin to utilize resources immediately or sign up for group orientation and workshops. Job seekers are provided a menu of services available through accessing the Comprehensive One-Stop Center.

Job seekers at time of registration may be referred to a WIA or non-WIA partner. All job seekers accessing services funded by WIA Title IB monies will be assigned to a Career and Employment Specialist (CES)/Case Manager (CM) to begin the enrollment process by enrolling in a core service. The CES/CM will administer an initial assessment to determine if individual would benefit from WIA programs. Once this determination is made, the CES/CM will schedule the individual for the initial intake and eligibility. Intensive services are available to eligible adult and dislocated workers who have completed at least one core service and are unable to obtain employment through core services and determined in need of additional services to obtain or retain employment leading to self-sufficiency.

Customers who meet the eligibility requirements and are in need of training must complete other activities that help assess areas of interest and selection of a training program and provider. Once a decision has been made as to the training program, a request for training is submitted with required documentation for approval to WIA Program Manager. If training is approved, an Individual Training Account (ITA) is completed and forwarded to the eligible training provider authorizing individual to begin training. Long-term and short-term training is offered to individuals and is determined on a case by case basis.

Employers can access a menu of services through accessing the Comprehensive One Stop Center. Services may include posting of job openings, labor market information, and recruitment of prospective employees by searching through resumes posted in AJC or can request staff initiated job candidate referrals. Workshops and assistance with applicant recruitment and screening are available at no cost to the employer.

Customers will have choices in the mechanisms through which to access services and in the services themselves, based on their individual needs and preferences. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities.

Adult and Dislocated Workers

The One-Stop System provides an integrated approach to the provision of services. Through the enhanced coordination and linkages between One-Stop Partners, information on adult and dislocated worker program services is made accessible to customers in Gila and Pinal Counties.

The One-Stop System principles are universal access, empowering individuals, streamlining services, State and local flexibility, increased accountability, strong role for LWIB and private sector, and improved youth programs. The One-Stop System can provide a map to services available, coordinate services to develop skills of job seekers, enable employer needs to be voiced and communicated.

Core services will be available universally and will not require an eligibility determination. The core services applicable to any One-Stop Partner program include the following:

- eligibility determination for available funding sources;
- outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop System;
- initial assessment of skill levels, aptitudes, abilities, and supportive needs;

- job search and placement assistance, and where appropriate, career counseling;
- information on employment statistics and job information;
- performance information on eligible providers of training services;
- information on local area performance;
- information to assist in filing UI claims;
- assistance in establishing eligibility of financial assistance for training and education programs; and,
- follow-up services, including counseling, for individuals placed into unsubsidized employment for at least 12 months following placement.

All customers, including those with special needs and barriers to employment, will have access to a core set of services at each access point in the One-Stop System, designed to provide information to make career and labor market decisions. Core and intensive services will be made available at multiple locations. Training and support services will be accessed through initiating transactions at these access points

Individuals unable to obtain employment through core services and employed individuals who need services to obtain or retain employment which leads to self-sufficiency are eligible for WIA Intensive Services. The individuals must receive at least one core service.

Intensive services will be provided to those WIA adults and dislocated workers who have been determined by staff to be in need of more intensive services, in order to obtain and retain employment that leads to self-sufficiency.

WIA Intensive services include:

- individual counseling;
- group counseling;
- comprehensive assessment;
- development of individual employment plan;
- adult education;
- pre-vocational services;
- internships;
- work experience;
- work readiness;
- case management; and
- supportive services.

Intensive services for adults and dislocated workers will be delivered in Gila and Pinal through the designated One-Stop Operators.

WIA funding for training is limited to participants who:

- are unable to obtain grant assistance from other sources to pay the cost of the training; or
- require assistance beyond what is available under grant assistance from other sources to pay the costs of such training.

Service Providers must coordinate training funds available and must consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIA funds supplement other sources of training grants.

The One-Stop System is the basic delivery system for adult and dislocated worker services. Through the One-Stop Systems, adults and dislocated workers in need of training will be provided an Individual Training Account and access to lists of eligible providers of training. The mode of delivering training services must provide maximum customer choice in the selection of the training provider.

Individual Training Accounts allow customers to choose the provider of training service based on the specific information listed by the provider. Each One-Stop office must make available to customers the State List of Eligible Providers through the Arizona Job Connection website.

Funding depends on the needs of the participants; however funding also depends on the amount allocated for each participant. Length of training will be determined by WIA staff on a case by case basis. Upon receipt of funding allocations, the LWIB may establish limits on ITA's such as limitations on the dollar amount and/or durations. Training services shall be directly linked to occupations that are in-demand in the local area, or in another area to which an adult or dislocated worker receiving such services is willing to relocate.

Youth

The Gila/Pinal Workforce Investment Board is committed to helping economically disadvantaged youth ages 14 through 21 achieve and complete high school, access jobs and higher education opportunities and gain the skills needed to progress in well-paying careers. The WIB is also dedicated to providing youth development services for older youth who have graduated from high school who are skills deficient, unemployed or underemployed. The WIB seeks partnerships with organizations and agencies that can demonstrate a measurable impact on youth by building a network that helps Gila/Pinal youth succeed in school, at work, and as members and leaders of their communities.

Youth development principles are woven throughout the Workforce Investment Act and guide the WIB's approach to administering WIA youth programs. Youth Providers shall incorporate youth development strategies and principles into programs that support high school completion, skill acquisition, gainful employment and productive citizenship for young people.

Youth Providers shall identify effective approaches to providing comprehensive services that include collaborations and partnerships among youth services agencies and relevant partners. Effective partnerships and collaborations include strategies that link community colleges and other vocational training programs to businesses and industry partners to prepare and place youth in career path programs.

Since all youth served with WIA funds have barriers, they will have special needs. Joint collaboration with other youth providers in the community is imperative. This, in conjunction

with adequate funds for supportive services/special needs of participants, and quality case management, should result in successful outcomes.

Stronger partnership is needed to engage and retain “hard-to-serve-youth”. Partnerships with all youth agencies need to be cultivated to provide all youth the potential to become self-sufficient.

The following barriers need to be addressed:

- Individuals who are school dropouts;
- individuals who are basic skills deficient;
- individuals with education attainment that is one or more grade levels below the grade level appropriate to the age of the individuals;
- individuals who are pregnant or parenting;
- individuals with disabilities, including learning disabilities;
- individuals who are homeless or runaway youth; and
- individuals who are offenders.

Youth Providers shall provide comprehensive services which:

- Improve academic achievement for youth, including youth who are basic skills deficient.
- Prepare youth for success in employment (work-readiness).
- Expose youth to careers in identified industry clusters and foster awareness of career pathway opportunities (e.g. workshops, guest speakers, job shadowing, tours, vocational training and referrals, and other related activities).
- Provide youth with relevant work experience/internship opportunities.
- Provide youth with skills necessary to job search and assistance with job placement; and
- Ensure necessary supportive services for youth to achieve successful outcomes.

Include a comprehensive menu of partner services available as described in the One-Stop Certification Process Policy.

The Gila/Pinal Workforce Investment Area through the One-Stop System shall provide a full range of services through designated one-stop partners. Services to customers and employers shall be unified in its approach and also serve to produce quality outcomes to both groups in the workforce development experience. The One-Stop Centers shall provide all customers access to workforce and labor market information in order to make informed decisions, utilize self-help and customer assisted services and provide access to partner services and resources.

The following services will be offered at the Comprehensive One-Stop Centers in Gila and Pinal County:

1. **Triage and Initial Assessment** – to identify whether the individual is in crisis, has basic needs, or is ready to work and/or get on a path toward a career.
2. **Core Services Without Significant Staff Involvement** – shall be offered:
 - Resource Room
 - Job Match
 - Job Search

- Labor Market Information
 - Standardized Skills Assessment
 - Jobseeker Workshops
 - Self-Directed/Computer-Based
 - Group Workshops
 - Follow-up Contact After Job Placement
- 3. Core Services With Significant Staff Involvement – shall be offered:**
- Resource Room
 - Job Match
 - Job Search
 - Staff-Administered and Interpreted Skills Assessment
 - Job Referral when combined with Staff Help in Decision Making Process
 - Scheduling Appointments with appropriate Community Based Organizations
- 4. Intensive Services – shall be offered:**
- Individual Employment Plan
 - Case Management
 - Structured Job Search
 - Staff-Administered Skills Development Strategies
 - Career Planning
 - Research on Training Options
 - Pre-Employment Workshops
 - Group Counseling
 - Short-Term Pre-Vocational Services such as Adult Basic Education, English as a Second Language, Basic Computer Literacy, Interviewing Skills, Soft Skills.
- 5. Training Services – shall be offered:**
- Occupational Training is funding through individual training accounts (ITA's)
 - On-the-Job Training
 - Programs that Combine Workplace Training with Related Instructions
 - Skill Upgrading and Retraining
 - Adult Education and Literacy Activities when Integrated with Other Training Services
 - Customized Training
 - Registered Apprenticeship Programs

H.2 Business Services

Describe the role and responsibilities of the Business Service Representatives in the Local Workforce Area. Include active local business partnerships and how collaborations between the Local Workforce Area and Employment Service Staff will be synthesized to coordinate business and employer services.

The expertise of the different partners within the local area has provided the opportunity to do some targeted outreach with businesses. The Business Services Representatives will coordinate their outreach activities to include the development of jobs for Veterans, Dislocated Workers and job-seekers entering the One-Stops and Access Points throughout the local area. A designated

Business Liaison for the local area has recently been hired and will work closely with the other Business Service Representatives.

The Business Service Representatives will be identifying and developing relationships with the different Economic Development organizations, Chambers of Commerce, and other community programs throughout the local area in order to ensure that Arizona Workforce Connection (AWC) services are recognized and utilized by businesses. The Workforce Staff already attend and present at different community and business functions on the services available through the AWC.

Workforce Staff make presentations to new employers coming to the area as well as existing employers and coordinate job fairs, special recruitments and event presentations. Future plans include the continued practice of Chamber Business before Hours, Chamber luncheons, Economic Development quarterly meetings, and other city/county events that will provide the opportunity to promote AWC to the business community.

Describe how the Local Workforce Area will coordinate efforts of the multiple programs included in the plan to meet the needs of business customers of the One-Stop system in an integrated fashion, such as hiring plans, training needs, skill development, or other identified needs. The Local Business Plan should also describe how the Local Workforce Area will use program funds to expand the participation of business in the local/regional workforce investment system.

The Business Service Team will consist of One-Stop and community partners for the sole purpose of coordinating and promoting workforce activities to business customers throughout the local area. Team members will have high-level knowledge of each programs service in order to be able to promote services in a seamless fashion. Coordination between the subject matter experts for those business customers requiring special services will be made in order to meet their needs. In order to serve business customers effectively the Business Services Team will need to ensure the following:

- Coordinate efforts between the partners for recruitment activities;
- Attend meetings that involve economic development, chamber activities and community college initiatives;
- Organize and participate in job fairs with community partners, community college sites, tribal areas and Veterans special activities;
- Conduct outreach activities with targeted employers as identified in the local area sector strategy plan;
- Analyze employer information that includes hiring trends, services provided, products, and use of the Arizona Workforce Connection services;
- Develop a business service tracking system that will store information on business customers in order to produce reports and outreach plans for the local area;
- Availability of the team to address and assist business customers with workforce issues and assist with resolution of those issues;

Describe how the Local Workforce Area will utilize on-the-job-training (OJTs) to engage businesses in WIA training and hiring of participants.

Business Service Representatives, as well as the Business Service Team will promote on-the-job training that is available through the different programs to business customers who express an interest in partnering with the Arizona Workforce Connection. The need to “sell not tell” about program participants will be emphasized and incorporated into the marketing of OJT funding

The Business Service Representatives and Business Service Team will be kept informed by the different partners (with OJT funding) on the availability of funds in order to effectively promote the use of on-the-job training opportunities. Partners will provide information on specific WIA participants whose training plan includes OJT funding so targeted job development outreach activities will be conducted to obtain an OJT contract for the participant’s job goal.

Each program will utilize on-the-job training to engage businesses and WIA in training and hiring WIA participants. This service will meet the needs of the business and participants. Also, will coordinate on-the-job training with employers and participants to find and recruit qualified workers.

H.3 Training Services (Adult and Dislocated Workers)

Describe local Individual Training Account (ITA) policy, including the current threshold for each ITA. Include procedures to ensure the exceptions to the use of ITA’s, if any, are justified.

WIA funding for training is limited to participants who:

- are unable to obtain grant assistance from other sources to pay the cost of the training; or
- require assistance beyond what is available under grant assistance from other sources to pay the costs of such training.

Individual Training Accounts allow customers to choose the provider of training service based on the specific information listed by the provider. Each One-Stop office must make available to customers the State List of Eligible Providers through the AZJobConnection.

Describe the process for determining an approved level of Individual Training Accounts costs and the levels established by the local workforce board.

The amount of the Individual Training Account shall be based on a case by case basis. Funding depends on the needs of the participants; however, funding also depends on the amount allocated for each participant. Length of training will be determined by WIA staff on a case by case basis. Upon receipt of funding allocations, the LWIB may establish limits on ITA’s such as limitations on the dollar amount and/or durations. Training services shall be directly linked to occupations that are in-demand in the local area, or in another area to which an adult or dislocated worker receiving such services is willing to relocate.

Describe measure to leverage resources to provide increased access to training opportunities.

Service Providers must coordinate training funds available and must consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIA funds supplement other sources of training grants.

The One-Stop System is the basic delivery system for adult and dislocated worker services. Through the One-Stop Systems, adults and dislocated workers in need of training will be provided an Individual Training Account and access to lists of eligible providers of training. The mode of delivering training services must provide maximum customer choice in the selection of the training provider.

Describe how the Local Workforce Area will ensure that training providers consider the availability of other sources of grants to pay for training costs such as Welfare-to-Work, State-funded training funds, and Federal Pell Grants, so that WIA funds supplement other sources of training grants.

The Dislocated Worker, Adult, and Youth Program participants requesting training services are required to apply for a Pell Grant to pay for tuition. Participants are also required to submit the Pell Grant award or denial letter for each semester attending WIA approved training. Participants must notify and submit documentation to the case manager if they are co-enrolled in any other program.

Describe the process for determining how training is approved or denied for each eligible participant.

The case manager will identify participants who have participated in core and intensive services and are still not able to secure employment and would benefit by and be able to accomplish identified training. The training program must be a demand occupation in the local area, meet the priority of services, and match the career assessment measures, and WIA approved program of study. If the participant is eligible for training services, the request is submitted to the Program Manager for approval or denial.

Describe the grievance policy established for participants denied requested training.

The Dislocated Worker, Adult, and Youth programs grievance policy for participants denied training services are as following: All participants receive and sign a complaint procedure at enrollment and they have the right to file a grievance in writing for denial of training services. The complaint is made to the case manager and must be submitted within thirty days of denial. The participants may appeal the case manager's decision to the WIB Program Manager. If the participants want to appeal the Deputy Program Manager's decision, then the complaint goes to the Program Manager. All decisions made by the Program Manger are final.

H.4 Training Services (Eligible Training Providers)

Describe how the Local Workforce Board will:

Accept applications for initial eligibility from certain postsecondary institutions and entities providing apprenticeship training;

The Gila/Pinal Workforce Investment Area follows the statewide process to identify and approve eligible training providers. To be eligible to receive training funds, all training providers must submit applications online utilizing the ETPL through the AJC website.

Carry out procedures prescribed by the State to assist in determining the initial eligibility of other providers;

Gila/Pinal shall carry out procedures set forth by the State and WIA Guidance Letter #02-13. The Training Program Credential Checklist shall be used by the local area when evaluating programs for inclusion on the ETPL.

Carry out procedures prescribed by the State to assist in determining the subsequent eligibility of all providers;

Gila/Pinal shall adhere to the State Policies in determining the subsequent eligibility of all providers. The local shall contact the providers and review and provide guidance when determining the subsequent eligibility of all providers.

Compile a local list of eligible providers, collect the performance and cost information and any other required information relating to providers;

Gila/Pinal shall compile a list of eligible providers utilizing the Arizona Job Connection website. Staff will work with providers to establish and collect performance and cost information and any other required information that will be required by State policy.

Consult with the designated State Administrative Agency in cases where termination of an eligible provider is contemplated because inaccurate information has been provided.

The local area's Eligibility Training Provider approver shall consult with the designated State Administrative Agency where termination of an eligible provider is contemplated because inaccurate information has been provided.

I. Service Delivery to Target Populations

Reference: One-Stop Delivery System Policy; One-Stop Certification Policy, Adult and Dislocated Worker Policy

The LWIA Business Plan must describe how all the programs described in the plan will work together to ensure that customers who need a broad range of services receive them.

I.1 Priority of Service

In the event that adult funds are determined to be limited, the Local Workforce Board must have a priority of service policy in place. The policy, at a minimum, must grant priority to individuals who are receiving public assistance or are classified as “low income” in accordance with 20 CFR 663.600 (a). Veterans and covered entrants meeting low-income guidelines must receive priority of service.

Establishing a priority does not prohibit the Local Workforce Board from serving other eligible participants as well. Additional priorities may also be set for specific populations, such as individuals with significant barriers to employment. Information regarding priority of service must be outlined in the LWIA strategic plan.

The Gila/Pinal WIB established a process that gives priority of services to the recipient of public assistance, low-income individuals and who meet the eligibility requirements of WIA. In order to identify those individuals who are eligible for and in need of intensive and training services, outreach and recruitment will be conducted at the One-Stop Centers.

A determination of “Priority of Service” recipient is automatically moved into intensive services. Low income is calculated by using the Lower Living Standard Income Level (LLSIL) 70% 2012 figures. Public Assistance information is provided to the One-Stop staff by ADES FAA Administration for eligibility under the “Priority of Service”.

The main factor of the availability of WIA funds are for direct and training services for those customers who require and are determined in need of such services to achieve employment goals. The customers who are determined to be the “most-in-need” and who can benefit from the program will be selected for services. Availability of funds determines the amount of training dollars an individual may receive.

Since funds are limited, these individuals have priority for intensive and training services and referral can made to other partner programs or other community organizations.

Under “Priority of Services for Veterans”, the following services shall be provided at the Gila/Pinal One-Stop Centers:

- provide information and priority of service to Veterans (and covered spouses) regarding benefits and services that may be obtained through service providers or other organizations;
- ensure that each veterans (and covered spouse) who applies to or who is assisted by the program is informed of the employment-related rights and benefits to which veterans are entitled under this act; and

- coordinate employment, training, and placement services for veterans and covered spouse with services provided under WIA and Wagner-Peyser Act.

Describe how the LWIA will coordinate with workforce system partners to ensure job seekers receive a broad range of services for the following target populations:

- **unemployment insurance claimants;**
- **long-term unemployed;**
- **under-employed;**
- **dislocated workers; (including trade-impacted dislocated workers and displaced homemakers);**
- **low-income individuals (including recipients of public assistance);**
- **migrant and seasonal farmworkers;**
- **veterans;**
- **individuals with limited English proficiency;**
- **homeless individuals including veterans;**
- **ex-offenders;**
- **older workers;**
- **individuals training for nontraditional employment; and**
- **individuals with multiple challenges to employment.**

All One-Stop Customers which include all of the above will receive universal access to core services without targeting any one group. Customers will have access through a three-tiered service delivery system. A full array of information, including job applicant services, and workforce information will be provided regardless of customer's employment status, income, education, or skill levels thus ensuring universal access.

Staff shall be cross-trained to identify and provide core services to all customers. Individual unable to obtain employment through core services are referred to intensive services and training services.

Describe strategies and partnerships that will focus on serving individuals with disabilities.

The One-Stop Centers need to be inclusive of all customers to be effective. A universally accessible system requires meeting the diverse customer needs that exist within the local service delivery area, which includes the needs of individuals with disabilities, people of different cultures, and persons with barriers to employment.

Priority will be given to assuring that throughout Gila and Pinal One-Stop Centers, persons with physical, mental, cognitive, and sensory disabilities will have programmatic and physical access to all One-Stop services and activities. The commitment to adequately serving persons with disabilities extends beyond the services of vocational rehabilitation.

Gila/Pinal Workforce Investment Area commitment to universal access to automated labor exchange services are required to ensure that any job seeker with disabilities having difficulty using computer-based labor exchange services will be provided assistance. Gila/Pinal Comprehensive Center has accessible software for person with disabilities.

Partnerships with Vocational Rehabilitation and community-based organizations shall continue to provide employment support to persons that are disabled.

1.2 Dislocated Workers

The purpose of WIA Title IB dislocated worker program is to provide services to individuals who have been terminated or laid off, or have received notice of termination or layoff, from employment generally due to plant closures or downsizing; and who meet the dislocated worker definition of a displaced homemaker.

Describe how the Local Workforce Area coordinates the delivery of services to eligible dislocated workers.

The Gila/Pinal Workforce Investment Area through the One-Stop Delivery System shall provide services to eligible dislocated workers or to individuals who meet the definition of a displaced homemaker. Through the One-Stop centers, dislocated workers can access a full range of services through designated one stop centers, co-locations, access points and partners. The One-Stop Center staff will ensure that each customer who comes into the one stop center for employment and training services receives at a minimum, staff assisted core services through a coordinated approach among partner agencies.

The One-Stop System provides direct services to core services by other partners and linkages to intensive and training services. Job Seekers are required to register in the Arizona Workforce Connection (AJC) system. To help job seekers through this process, computers are available solely for AJC registration or for accessing services and maximizing seamless delivery of services for job seekers. Once registered, job seekers are provided with information and methods to directly access or learn more about available services. The program provides three levels of service.

Core services or self help services are available through the One-Stop Centers and Access Points. WIA staff will provide new customers with an orientation to services available and identify needs. The customer will choose to access services independently or request additional staff assistance. Staff assisted core services are provided on an individualized basis and include a great level of staff intervention and core services. Staff assisted core services are a greater level of services for individuals who are unsuccessful at achieving their employment goals through core services and for individuals to present barriers to attaining employment such as transferrable skills that may lead them to full time employment and self sufficiency.

Job Seekers requesting staff assisted services meet with a Career & Employment Specialist to complete an eligibility process. Specific documentation is collected to provide the basis of determining eligibility and services needed. The One-Stop Delivery System is the basis for providing customers with labor market information and access to workforce system partner services and resources.

Intensive services will be provided to WIA dislocated workers who have received at least one staff assisted core service. Intensive services for dislocated workers will be delivered in Gila and Pinal through the One-Stop Centers. Collaboration efforts between the dislocated worker

program and partners will be made to foster program communications, increase awareness and integrate service delivery for our mutual participants.

Training services for dislocated workers will be delivered in Gila and Pinal through the designated One-Stop centers. Training services are available to WIA dislocated workers who have received at least one intensive service and whose assessment results and training justification demonstrate that training services will lead to full time employment and self sufficiency.

1.3 Rapid Response

Rapid Response is a required activity designed to assist workers who are facing loss of employment through a permanent closure or mass layoff, or a natural or other disaster that results in mass job dislocation to obtain reemployment as soon as possible.

Identify the Local Rapid Response Coordinators who are responsible for connecting dislocated workers to WIA Title I-B resources.

Christina Throop
Rapid Response Team Leader
5515 S. Apache Ave. Suite 200
Globe, AZ 85501
Phone: 928.425.7631
Fax: 928.402.4350

Identify how the Local Rapid Response Coordinators work with additional stakeholders through integrated partnerships to for Rapid Response Teams.

WIA Dislocated Worker Program provides Rapid Response Services to assist employers, employees and communities that are facing a plant closure, mass layoff, or a substantial layoff due to business curtailment created by foreign competition or economic slowdown.

The Rapid Response Team Leader coordinates with the local One-Stop Career Center, DES Employment Services, Unemployment Insurance, and other WIA Partners as determined. Dependent upon the nature of the layoff and requests from the employer, others may participate. Rapid Response activities may include a representative from the Veteran's Administration, DES Trade Adjustment Act, Union or other social service agencies.

The Rapid Response team will recognize participating agencies and their roles in the pre-layoff activity, establish an agenda, identify the dates(s) for the activity, confirm with the affected employer, and present agencies program information to employees at the work-site.

Identify the local area's Rapid Response team and their roles and functions.

The Dislocated Worker Program is the lead agency for Rapid Response services in the Gila/Pinal Workforce Investment Area. At a minimum, the Rapid Response Team consists of Dislocated Worker, DES Employment Services, and Unemployment Insurance. Other agencies may be added to the team as needed.

Rapid Response Team will meet with local "network" agencies to inform them of the scope of layoff or closure and discuss the services to be provided. The team will identify local organizations that can provide assistance in a pre-layoff situation. The team will identify agencies that will participate in the pre-layoff activity, identify their role, establish an agenda, identify the date(s) for the activity and confirm with the affected employer.

Identify your local Rapid Response policies, including the minimum threshold number of affected workers the LWIB have approved for Rapid Response services to be provided to a company experiencing a layoff, reduction in force or closure.

Dislocated Worker Policy is to provide Rapid Response Services to assist employers, employees and communities that are facing a plant closure, mass layoff, or a substantial layoff due to business curtailment created by foreign competition or economic slowdown.

The Dislocated Worker Program is the lead agency for Rapid Response services and makes initial contact with the employer to initiate the process. An affected company is contacted within 48 hours of receipt of notification of a layoff or plant closure. After initial contact, the employer will determine the Rapid Response services that are necessary.

The Rapid Response Team secures and coordinates all the requested services to be delivered. Generally, services are offered on-site but can also be arranged off-site.

Follow-up with the Employer will be provided to assure that services provided were successful.

Rapid Response services will be conducted when there is notice of an impending plant closure, or a substantial layoff. A substantial layoff must affect more than 10% of the workforce with a minimum of 10 employees. If a substantial layoff is less than 10 employees in a very rural area, the Deputy Program Manager can approve the Rapid Response.

Describe services to be provided to those affected by a mass layoff including planned strategies for incumbent worker training focusing on layoff aversion.

The Dislocated Worker Rapid Response Team is notified of a reduction in force by the Worker Adjustment and Retraining Notification (WARN) submitted by the employer to the state, news media, employer contact, or word-of-mouth. The affected company is contacted within 48 hours of receipt of notification.

When the Rapid Response Team is notified of a plant closure or mass layoff, the Rapid Response team can help plan an effective and efficient layoff to help minimize lost productivity. The Team will contact the company representative in order to explain Rapid Response services that are available.

Dislocated Worker Program is the lead agency for Rapid Response services and makes initial contact with the employer to initiate the process. An affected company is contacted within 48 hours of receipt of notification of a layoff or plant closure. This includes an assessment of the potential for averting the layoff(s). Layoff Aversion is planned activities and services between the Rapid Response Team and employers. There are numerous benefits to the employers, affected workers, the community and the workforce system when layoffs can be averted.

Dislocated Worker Program will respond to employers confirmed to be in need of assistance and provide them with informational services, define the employer's role and obligations prior to provision of services, identify services required and the number to be served.

On-site presentations offer information specific to the layoff/closure, and the One-Stop Career Center to the affected workers. Services may include, but not limited to, the following:

- dislocated worker program;
- register for employment services;
- unemployment Insurance filing information;
- Trade Adjustment Act;
- local area job postings; and
- COBRA.

I.4 Apprenticeship Program

Registered Apprenticeship includes on-the-job learning from an assigned mentor combined with technical training provided by apprenticeship training centers, technical schools, community colleges, and institutions employing distance and computer-based learning systems. At the end of the apprenticeship, all apprentices receive a nationally recognized credential. Some apprenticeship programs offer interim credentials as apprentices achieve important milestones during their apprenticeship.

Describe how the Local Workforce Area will coordinate efforts with the State Apprenticeship Program.

The Gila/Pinal Workforce Investment Area, through the one stop delivery system, will make available to dislocated workers information on Registered Apprenticeship Programs in various locations. Apprenticeship Programs will provide opportunities for on-the-job training and related classroom instruction in which workers learn the practical and theoretical aspects of a skilled occupation. Partnerships will be coordinated with employers who utilize apprenticeship trainees in their labor force.

Describe current and planned use of WIA Title 1B funds for apprenticeship training.

The Gila/Pinal Workforce Investment Area has not funded any apprenticeship programs in past years. WIA staff will offer to eligible dislocated workers apprenticeship programs utilizing the Registered Apprenticeship List, www.doleta.gov. Apprenticeship programs will be funded with WIA Title IB Dislocated Worker funds on an individual case by case basis.

I.5 Trade Adjustment Assistance (TAA)

The Arizona Trade Adjustment Assistance (TAA) program will provide seamless services to participants through a coordinated and functionally aligned effort between the Workforce Investment Act (WIA) and Wagner-Peyser (WP).

Describe how TAA services will be delivered. LWIAs must describe how they will ensure enrollment of TAA participants into the WIA Title 1B Dislocated Worker Program.

Workforce Center staff will work together to provide trade-affected workers with opportunities to obtain new job skills, resources and the support they need to successfully become employed. Potential TAA customers may be identified at the Welcome Team process or in the Career and Skills Development process. Workforce staff will receive training so they are able to identify this targeted population in order to ensure they are scheduled an appointment with the appropriate subject matter expert. The workforce staff person who begins the process will be the lead case manager for services and will ensure that coordination is made with the appropriate partner to ensure the customer receives the full benefit of being enrolled in WIA Dislocated Worker and TAA services.

Collaboration efforts between the WIA Title 1B Dislocated Worker Program and the Trade Adjustment Act (TAA) will be made to foster program communications, increase awareness and integrate service delivery for our mutual participants. Individuals certified for Trade Adjustment Act (TAA) must be co-enrolled in the Dislocated Worker Program.

1.6 Reemployment Services

Employment Services (ES) targets Unemployment Insurance (UI) claimants who are most likely to exhaust benefits before getting a job. All UI claimants who report as scheduled for orientation to ES via the Re-Employment (RES) program receive the five mandatory core services:

- **Assessment of skills, interests, abilities, and supportive service needs;**
- **Registration in the Arizona Job Connection (AJC) System;**
- **Labor market information;**
- **Job search and placement assistance; and**
- **Development of an employability plan.**

Describe how Reemployment Services will be coordinated within the operations of the One-Stop Centers.

Re-Employment Service orientations are conducted on a weekly basis in Casa Grande, Globe and Payson. Workforce staff provides information on services available through the Arizona Workforce Connection as well as expectations for UI program compliance as it relates to Reemployment Services.

Gila and Pinal Counties have a One-Stop Career Center where workforce services will be coordinated through the staff. Reemployment Service customers will be screened for their potential eligibility for Dislocated Worker Services during their one-on-one session following the orientation. Those that are potentially eligible will be given an application for services and scheduled with the workforce center staff person for eligibility determination and program information.

The Payson Satellite site is located at the DES Office where workforce services are limited but the same information is provided to Reemployment Service customers. Workforce staff will also screen for potential eligibility for the Dislocated Worker Services, provide an application, and schedule an appointment with appropriate staff either in person or over the telephone.

1.7 Migrant Seasonal Farmworker Outreach Program (if applicable)

Employment Administration(EA) and Employment Service (ES) provides services through the One-Stop Career Center/Labor Exchange System to empower Migrant and Seasonal Farm Workers and limited English proficient (LEP) individuals in: making career and labor market decisions; achieving economic self-sufficiency; and improving their living and working conditions.

Where provided, describe how Migrant Seasonal Outreach Program services will be delivered and coordinated within the operations of the One-Stop Centers.

The Pinal County One-Stop Center is a designated site for a Migrant Seasonal Farm Worker (MSFW) Outreach Program due to the agricultural activities that are part of the areas industry. The MSFW Outreach Worker provides information to MSFW's and their families on services available through the One-Stop Career Center partners. Referrals are made to services based on the needs identified by the job-seeker customers and may include:

- Arizona Job Connection registration and job referrals;
- Referrals to Portable Practical Employment Program for eligibility and training assistance; and
- Referrals to the WIA Program.

Outreach is also provided to agricultural employers to determine their needs. Some areas of the county have expressed a shortness in seasonal farm workers to meet their seasonal farm work needs. Efforts will be made to assist these employers by making local programs that work with the migrant and seasonal farm workers aware of job opportunities when they become available. Job opportunities will also be shared with the different agriculturally linked programs in the area to ensure that potentially interested job-seekers are made aware of what is available and information on how to apply. Project PPEP is also a partner in the One-Stop and is able to provide training/educational services to migrant and seasonal farm workers.

1.8 Senior Community Service Employment Program (SCSEP)

The Senior Community Service Employment Program (SCSEP) fosters useful part-time, work-based training opportunities (community service assignments) for unemployed low-income persons who are 55 years of age or older who have poor employment prospects.

Describe how the local workforce system will ensure integration of the Senior Community Service Employment Program (SCSEP) into the Local Workforce Area business plan.

The purpose of the Senior Community Service Employment Program (SCSEP) is to serve older workers with poor employment prospects, to provide hands-on training through part-time work at community service agencies (called a Host Agency), to assist with the transition of participants to

unsubsidized employment, and to provide supportive services to assist participants to obtain and maintain employment. SCSEP also provides (depending on funding) On the Job Experience (OJE) designed to lead to unsubsidized employment with a public or private employer.

Eligible participants must be 55 years of age or older, have a family income of no more than 125% of the Federal Poverty Level, be unemployed at time of the application and throughout the program, and live in Arizona at the time of enrollment (homeless persons can qualify).

The first priority for selection of participants is veterans or a spouse of a veteran then...

1. 65 years of age or older
2. Has a disability
3. Has limited English proficiency
4. Has low literacy skills
5. Resides in a rural area
6. Has low employment prospects
7. Failed to find employment after using WIA Title I
8. Homeless or is at risk of homelessness

Participant services provided through SCSEP include:

1. Assessment services
2. Case management
3. Individual Employment plan
4. Community Service Assignment with wages
5. Referral to One-Stop for employment
6. Job search assistance and counseling
7. Orientation
8. Supportive services

Supportive services are also provided to assist participant in successful participation in the community service assignment and to help participant gain and keep a job. Supportive services can include reasonable costs (depending on funding) for but not limited to: shoes, uniforms, glasses, transportation, hand tools, emergency car repairs, etc.

The Gila/Pinal Workforce Investment Area in collaboration and coordination with the One Stop Delivery System shall provide services to eligible and non-eligible SCSEP applicants/participants. Services could include but not limited to:

- assessments;
- dual enrollment in WIA programs;
- labor market information;
- job placement;
- job clubs;
- information/referrals of older workers to SCSEP;
- referral process for non-eligible applicants;
- job search assistance;
- available job readiness classes;
- intensive/training service for which they meet eligibility;
- display SCSEP signs and brochures; and
- outreach to employers promoting older workers.

The Gila/Pinal Workforce Board and the One Stop System understands that older workers are a vital resource for employers and in an effort to increase the percentage of workers over 55 participating in Arizona's workforce. The One Stop staff will ensure that each customer, regardless of age, who comes into the one stop center for employment and training services

receives at a minimum, staff assisted core services through a coordinated approach among partner agencies.

I.9 Youth Services

Each Local Workforce Investment Area (LWIA) coordinates with community partners to offer services to youth, especially youth with significant barriers to employment. In collaboration with their partners, strategies are developed by the LWIAs to provide initial intake, objective assessment, case management and individual service strategies and eligibility assessment.

Describe the strategies to be used to incorporate the required youth program elements within the design framework. Youth program elements consist of:

1. Tutoring, study skills training and instruction leading to the completion of secondary schooling including dropout prevention strategies;
The Youth Program partners work with local school districts and other entities to ensure that youth have access to tutoring, study skills and additional instruction when needed. We also utilize Central Arizona College tutoring services when a need is established. Case Managers provide dropout prevention strategies when a youth is at risk of dropping out.
2. Alternative secondary school services;
Case Managers are familiar with alternative secondary options in their area and will explore options that meet the needs of the youth.
3. Summer employment opportunities directly linked to academic and occupational learning;
Summer employment opportunities are matched to the interest of the youth and their career goals when available. Youth have the opportunity to develop and demonstrate soft skills in their summer employment.
4. Paid and unpaid work experiences including internships and job shadowing;
Work Experiences are offered to youth when it benefits them and is focused on their career interest based on their field of study and/or O'Net interest profiler survey results.
5. Occupational skill training;
Case managers assist youth in selecting occupational skills training that will provide them with future employment opportunities. They also assist youth in enrolling, completing FAFSA and provide financial support as needed.
6. Leadership development opportunities; Opportunities are available through work readiness classes, workshops and success coaches.
7. Supportive services: Supportive services are available to youth to provide assistance for needs that help them to be successful in completing their educational program and help them obtain employment.
8. Adult mentoring for a duration of at least twelve months that may occur during and after program participation: Youth are provided adult mentoring through their case manager and first year college students are assigned a success coach which is a more experienced college student.
9. Follow up services for not less than 12 months after the participant completes the program; Case managers provide follow up support to participants for one year after exiting the program.

10. Comprehensive guidance and counseling, including drug and alcohol counseling and referral to counseling. Case managers provide guidance and counseling and refer to community agencies when additional counseling needs arise.

Describe the strategy to provide initial intake, objective assessment, case management, individual service strategies and eligibility assessment of youth.

Participants are invited to an orientation to learn about the WIA Youth services. Case managers determine eligibility in an intake appointment and proceed with objective assessment with TABE testing and also complete the O'Net interest profiler at the time of enrollment. Case managers provide intensive case management to each participant which is minimally one contact per month and create the ISS with participant input to meet the participant's goals.

Describe how the Local Workforce Area will deliver comprehensive services for eligible youth, particularly youth with significant barriers to employment. The discussion must include how the Local Workforce Area coordinates youth activities, including coordination of WIA Youth activities with the services provided by the Job Corps (if applicable) program in the state.

Comprehensive services are provided to eligible and enrolled youth. Intensive case management services assist participants in overcoming the barriers to employment. Case managers utilize youth program support services and community agencies to assist participants with barriers including Job Corps as needed.

Identify the additional 5% non-economically disadvantage youth barrier, including the process and criteria to be used to determine "serious barriers to employment," and the process to track enrollment of non-economically disadvantaged youth.

In order to enroll a 5% non-economically disadvantaged youth, case managers will assess the youth's situation during intake and establish what "serious barrier to employment" exists. Case manager will provide explanation to program coordinator making the case of why youth should be enrolled for approval. Some criteria may include:

- school dropout;
- basic skills deficient;
- 1 or more grade levels below the grade level appropriate to age;
- pregnant or parenting;
- possess one or more disabilities including learning disabilities;
- homeless or runaway;
- offender; and
- Local Policy: Occupational skills deficient – less than 4 months full time, same employer, lack of transferable skills.

It is tracked by the Youth Coordinator on the Master Client list.

Identify the process that is used to track out-of-school youth enrollments and expenditures to meet the 30% out-of-school youth minimum expenditure requirement.

Out of school youth enrollments are tracked by Coordinator on the Master Client List and expenditures are tracked in the accounting system under different budget codes and monitored by Coordinator on a monthly basis.

Identify the sixth youth barrier(s) for “individuals (including youth with a disability) who required additional assistance to complete an educational program, or to secure and hold employment,” as identified by the Local Workforce Board.

- Local Policy: Occupational skills deficient – less than 4 months full time, same employer, lack of transferable skills

Describe in detail strategies to identify, recruit and engage youth to comply with the Literacy and Numeracy Gains performance measure.

Case managers track youth that are in the Literacy Numeracy denominator and regularly review their progress and post-test as needed. Incentives are being considered for those youth that make a gain on Literacy Numeracy and are included in the denominator.

Describe in detail how the Local Workforce Area will conduct monitoring of Youth Program providers to ensure compliance with the program objectives.

It is the policy of the Gila/Pinal Workforce Investment Area to require annual monitoring and oversight to ensure the integrity of the WIA program operations and functions, to review performance, assess compliance with applicable laws and regulations and identify successful practices to enhance the system as a whole through continuous improvement.

Monitoring of electronic and hard copy participant files will be conducted twice in a program year. Twenty percent (20%) of the contracted service levels will be monitored for the program year. Staff will conduct file review through AJC quarterly. Thirty days prior to the start of monitoring, a monitoring schedule will be sent to the youth provider.

The monitoring process is comprised of the desk review and the on-site review. The desk review primarily focuses on program operations. Correspondingly, the on-site review focuses on specific programmatic functions and includes the following components:

- entrance and exit interview;
- case file reviews;
- review policies, processes and procedures; and
- participant, training supervisor and staff interviews.

The purpose of the on-site monitoring visit is to verify or disprove information derived from the Desk Review that may lead to identification of areas that are in non-compliance and/or requires corrective actions. The on-site review will follow a standardized guide that is designed to assist the monitoring team in accomplishing a comprehensive evaluation.

I.10 Veterans

The primary objective of the Veterans Program is to develop and support programs that increase opportunities for veterans to obtain employment and job training in Arizona. Eligible veterans are entitled to receive priority services in job referrals and training as well as other employment-related services.

Describe strategies that will ensure compliance with the priority of service procedures and how Veterans will be served.

Gila/Pinal Workforce Investment Area strategies will ensure that individuals are made aware of Veteran's Priority of Services at the point of entry or who access virtual service delivery programs or website. The One-Stop Centers will implement priority of services covered under the 20 CFR 1010.

The One-Stop Centers will have policies and procedures for providing veterans and eligible spouses of veterans with the highest quality of service at every step of services offered. These services can range from basic functions of the One-Stop system, such as assistance with job search and identification of needed skills, to more customized strategies for veterans to advance their careers in high growth sectors in the local area.

The veteran priority of services will be monitored to ensure that veterans are made aware and provided priority of services.

Describe in detail strategies to be implemented to identify and enroll eligible veterans in the Dislocated Worker Program.

The Workforce Investment Act Dislocated Worker Program provides priority of services for veterans (and spouses) who meet the program eligibility requirements for participation. Veterans will receive priority in intake and enrollment. Registration procedures will identify veteran status for all customers who enter the One-Stop Center. Veteran status can be determined immediately upon entry to the One-Stop Center or via pre-registration in AZJobConnection. One-Stop Centers will provide an opportunity to integrate veteran's priority into services by cross-training staff.

J. Desired Outcomes

Reference: One-Stop Center Certification Policy; One-Stop Delivery System Policy; Adult and Dislocated Worker Policy; Balanced Scorecard

The Local Business Plan must describe and provide specific quantitative targets for the desired outcomes and results for the programs included in the plan and how these were determined.

Identify who will negotiate performance measure goals on behalf of the local board.

The Community Services Director along with the Workforce Investment Board Program Manager will negotiate with the State regarding adjustments and local performance standards under WIA.

A description of the local levels of performance negotiated with the State to be used by the Local Workforce Board for measuring the performance of the local administrative and fiscal agent (where appropriate), eligible training providers, and the local One-Stop delivery system.

Department of Labor has granted Arizona’s request to replace the 17 existing measures with 3 Adult and Dislocated Worker and 3 Youth Common Measures. The following chart indicates Program Year 2013 Performance Measures and Negotiated Levels accepted by Gila/Pinal Workforce Investment Area.

Common Measures	Final PY13 Negotiated Level
Adult	
Entered Employment	74.5%
Employment Retention	84.9%
Average Earnings	\$13,000
Dislocated Worker	
Entered Employment	83.0%
Employment Retention	87.5%
Average Earnings	\$16,4000
Youth	
Placement in Employment/Education	62.5%
Attainment of Degree/Certificate	60.5%
Literacy/Numeracy Gains	43.0%

The plan should also describe any additional established indicators and system measures, beyond those required by programs' authorizing statutes.

Staff will review quarterly with each program the following statutory measures that are being tracked by the State during the Program Year.

Adult	Target
Employment/Credential	66.6%
Dislocated Worker	
Employment/Credential	72.0%
Older Youth	
Entered Employment	74.0%
Employment Retention	82.0%
Earnings Change	\$4,050
Cert/Credential Rate	55.0%
Younger Youth	
Diploma/Equivalent	68.0%
Retention	65.0%
Skill Attainment	83.0%

Describe the State approved balanced scorecard measures and how you plan to measure and track progress – include additional measures chosen by your local area that will be included on your balanced scorecard.

The proposed Workforce Arizona Council Committee recommendations on Balanced Scorecard Measures shall be implemented when passed by the WAC. Staff, partners, and the WIB will work together to prioritize the following indicators: Financial Success Indicators, Customer Success Indicators, Internal Business Process Success Indicators, and Growth and Learning Success Indicators.

Describe the State required data management system and how partners will interact to provide needed information and to get information from the system needed to manage the local workforce system.

The Arizona Job Connection which is the WIA state database will be utilized by WIA, EA, Veteran's, and TAA tracking system for job seekers and individuals enrolled in WIA activities. This is the reporting system to the state and Department of Labor. The reports also review and monitor local activities associated with the Common Measures negotiated levels.

Describe the role technology will play in accessing services and tracking information to enhance service delivery.

The Casa Grande and Globe Comprehensive One-Stop Centers will be using computer technology with interactive computer systems at the receptionist desk are to secure basic client information and reason for visit. The database will provide statistics and provide continuous delivery of services within the two one-stop facilities.

How will you measure customer satisfaction and what will you do to use the results for enhancements?

The Gila/Pinal Workforce Investment Area will utilize surveys to measure participant satisfaction to the overall satisfaction with services being provided by the Adult, Youth, and Dislocated Worker Programs.. Satisfaction indicators have been established to show the progress of the program in order to promote continuous improvement.

K. Agreements, Policies and Procedures

Reference: Local Governance Policy; One-Stop Delivery System Policy

The plan must discuss how the LWIA will align policies, operations, administrative systems, and other procedures to assure coordination and avoid duplication of workforce programs and activities outlined in WIA Section 121(b).

In accordance with State policy; attach the following:

- Fully executed Chief Local Elected Official Agreement (both county boards) clearly identifying the administrative and fiscal entity and reflecting the responsibilities of each. (**Appendix E**)
- Chief Local Elected Official and Local Board Partnership Agreement (both county boards & Partner Membership) (**Appendix F**)
- Local Board and Designated Operator Agreement (Partner Membership & fiscal Agent) (**Appendix G**)
- Fully executed Memorandums of Understanding between the One-Stop Operator and each partner agency. (Due April 1, 2014) (**Appendix H**)
- Fully executed Resource Sharing Agreement outlining how services and operating costs of the local system will be funded; methodology for cost sharing and invoicing and payment processes. (Due April 1, 2014) (**Appendix H**)
- Assurances (**Appendix I**)

Provide in detail how the Local Workforce Board and Chief Local Elected Official will ensure that One-Stop Operator Agreement will be adhered to and the institutional controls that will be implemented to ensure adherence to the Agreement with respective roles and responsibilities of each party with respect of the operation of the One-Stop system.

A consortium of partners consisting of the Arizona Department of Economic Security Wagner/Peyser, Central Arizona Governments – Adult Program and Gila County Community Services Division – Dislocated Worker Program have been designated by the WIB and the LEO as Operator of the One-Stop System. In accordance with Section 121 of the WIA and Section 662.400 of the WIA Rules and Regulations, the consortium of partners shall agree that the purpose of this agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System. State Policy 3-2013 shall be adhered. The One-Stop Operator agrees to provide and make accessible to its customers services as required by the WIA.

Describe the monitoring process and oversight criteria and procedures utilized to move the workforce investment system toward the Local Workforce Area goals.

WIA Section 117(d) (4) requires local workforce investment boards to conduct comprehensive monitoring of the one-stop delivery system using standardized tools and procedures to ensure WIA programs are in compliance with the mandates of Title I for federally funded workforce development services. Annual monitoring will validate the quality of the delivery of services

through the one-stop system, advocate improvements when indicated, and require actions to correct formal findings of non-performance with federal regulations.

Annual monitoring and oversight shall ensure the integrity of the WIA program operations and functions, to review performance, assess compliance with applicable laws and regulations and identify successful practices to enhance the system as a whole through continuous improvement.

Monitoring of electronic and hard copy participant files will be conducted once a year in a program year. Twenty percent (20%) of the contracted service levels will be monitored for the program year. Thirty days prior to the start of monitoring, a monitoring schedule will be sent to the providers. The monitoring process is comprised of the desk review and the on-site review. The desk review primarily focuses on program operations. Correspondingly, the on-site review focuses on specific programmatic functions and includes the following components:

- entrance and exit interview;
- case file reviews;
- review policies, processes and procedures; and
- participant, training supervisor and staff interviews.

The purpose of the on-site monitoring visit is to verify or disprove information derived from the Desk Review that may lead to identification of areas that are in non-compliance and/or requires corrective actions. The on-site review will follow a standardized guide that is designed to assist the monitoring team in accomplishing a comprehensive evaluation.

Staff shall meet quarterly with program staff to review their individual current participant status as well as review the most current performance information for that provider's program.

Describe how the Local Workforce Area identifies areas needing improvement and any processes in place to address identified deficiencies.

A Corrective Action Plan shall be requested from providers in need of improvement found in the Annual Monitoring Review. A finding/corrective action is a situation where either Federal Law, State or Local Policies and Procedures are not followed. If not corrected immediately, most findings/corrective action lead to a non-allowable activity or disallowed cost, requiring reimbursement back to the County from non-federal funds. There may be situations where a finding/corrective action can be corrected at the time of identification; however, it will be noted as a finding/corrective action in the program review outcome. Examples leading to a finding/corrective action include, but are not limited to:

- inaccurate or incomplete eligibility determinations;
- application signed after Date of Participation (first enrollment into a WIA Activity);
- services, as documented in case notes, were provided prior to eligibility date;
- inaccurate or incomplete verification and file documentation of any required field used to determine eligibility;
- missing, incomplete, outdated, and/or unsigned Individual Service Strategy (ISS);
- incomplete Youth Skill Attainment documentation and setting of youth goals for basic skills, occupational skills, and work readiness skills;

- failure to include documentation regarding coordination of occupational training with FASFA or Pell Grant Awards;
- assessment not documented in hard copy file or in case notes;
- failure to justify expenditures for Supportive Services or other need-related payments
- more than 90 days of no services has occurred;
- lack of, incomplete or incorrect client dates of service entered into AJC; and
- failure to provide hard copy documentation of credential or certificate

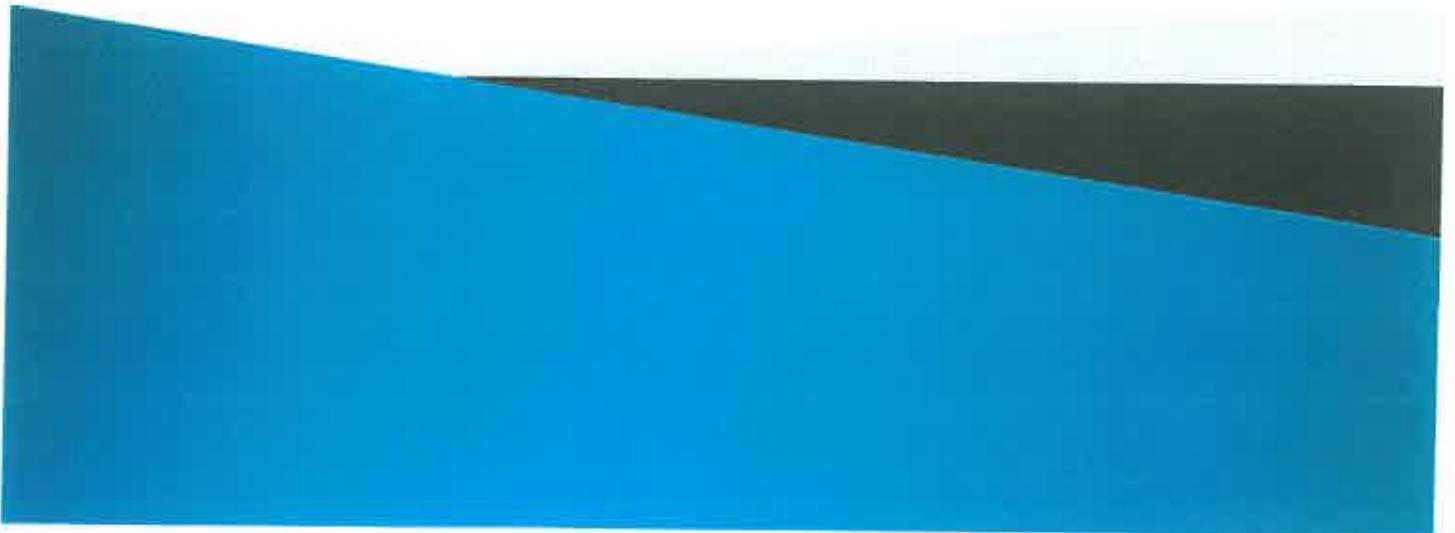
The Gila/Pinal Workforce Investment Board shall review all Corrective Action Plans to ensure all identified deficiencies have been corrected and/or how the provider shall develop and implement a procedure to ensure the requirements of the local area are met.

Provide a copy or a URL link to all local operational and programmatic policies.

http://www.gilacountyaz.gov/government/community/arizona_workforce_connection.php

APPENDIX A

Public Notice, Comments, Distribution List



Public Notice

The Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017 for Gila and Pinal Counties is now available for public review and comment. Reference : P. L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 68310 of Workforce Investment Act Final Rules dated August 11, 2000. The plan may be reviewed at the following locations: Gila County Community Services 5515 South Apache Avenue, Suite 200 Globe, Arizona 85501 Hours 8:00 a.m. until 5:00 p.m., Monday through Friday Arizona Workforce Connection 1015 Florence Blvd, Suite A-100 Casa Grande, Arizona 85122 Hours 8:00 am until 5 pm, Monday through Friday Copies will also be available on: Pinal County Website: www.pinalcountylaz.gov Gila County Website: http://www.gilacountyaz.gov/government/community/index.php Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8650. Appendices are not attached at this time Verbal and written comments will be received until November 30, 2013 at which time the comments and plan will be completed and finalized. Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with a disability CBN Legal 11/6/13

State of Arizona
County of Pinal

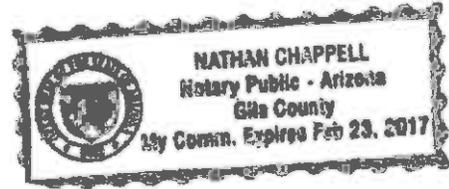
AFFIDAVIT OF PUBLICATION

Annette Barajas being first duly sworn deposes and says that she is a representative of the *Copper Basin News*, a legal newspaper published weekly at Kearny, in the County of Pinal, State of Arizona that the legal entitled, Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017, a printed copy of which is hereto attached, has been or will be published in all the regular weekly editions of said newspaper (and not a supplement thereof) for ONE week, the date of publication being as follows, to-wit:

11/6/13

Annette Barajas
Representative

Subscribed and sworn to before me this
25 DAY OF November, 2013



[Signature]
Notary Public

Affidavit of Publication

STATE OF ARIZONA
COUNTY OF PINAL

} SS.

PUBLIC NOTICE

The Gila/Pinal Workforce Investment Area Business Plan July 2014 - June 2017 for Gila and Pinal Counties is now available for public review and comment.

Reference: P.L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 666.310 of Workforce Investment Act Final Rules dated August 11, 2000.

The plan may be reviewed at the following locations:

Gila County Community Services
5515 South Apache Avenue, Suite 200

Globe, Arizona 85501
Hours 8:00 a.m. until 5:00 p.m., Monday through Friday

Arizona Workforce Connection 1015 E. Florence Blvd, Suite A-100 Casa Grande, Arizona 85122 Hours 8:00 am until 5:00 pm., Monday through Friday

Copies will also be available on:
Pinal County Website: www.pinal-countyaz.gov

Gila County Website
<http://www.gilacountyaz.gov/government/community/index.php>

Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext 8650. Appendices are not attached at this time.

Verbal and written comments will be received until November 30, 2013 at which time the comments and plan will be completed and finalized.

No. of publications: 2; dates of publications: Nov. 6, 13, 2013

RUTH A. KRAMER first being duly sworn deposes and says: That he/she is a native born citizen of the United States of America, over 21 years of age, that I am an agent and/or publisher of the Casa Grande Dispatch, a daily newspaper published at Casa Grande, Pinal County, Arizona, Tuesday through Sunday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for TWO issues the first publication thereof having been on the

6TH day of NOVEMBER A.D., 2013

Second publication NOVEMBER 13, 2013

Third publication _____

Fourth publication _____

Fifth publication _____

Sixth publication _____

*** TRI-VALLEY DISPATCH ***

CASA GRANDE DISPATCH

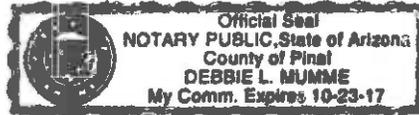
By [Signature]
agent and/or publisher of the Casa Grande Dispatch

Sworn to before me this 18th

day of November A.D. 2013

[Signature: Debbie L. Mumme]

Notary Public in and for the County of Pinal, State of Arizona



Public Notice

The Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017 for Gila and Pinal Counties is now available for public review and comment. Reference : P. L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 66.310 of Workforce Investment Act Final Rules dated August 11, 2000. The plan may be reviewed at the following locations: Gila County Community Services 5515 South Apache Avenue, Suite 200 Globe, Arizona 85501 Hours 8:00 a.m. until 5:00 p.m., Monday through Friday. Arizona Workforce Connection 1015 Florence Blvd, Suite A-100 Casa Grande, Arizona 85122 Hours 8:00 am until 5 pm, Monday through Friday Copies will also be available on: Pinal County Website: www.pinalcountyaz.gov Gila County Website: <http://www.gilacountyaz.gov/government/community/index.php> Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8650. Appendices are not attached at this time. Verbal and written comments will be received until November 30, 2013 at which time the comments and plan will be completed and finalized. Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with a disability
CBN Legal 11/6/13

State of Arizona County of Pinal

AFFIDAVIT OF PUBLICATION

Annette Barajas being first duly sworn deposes and says that she is a representative of the *Copper Basin News*, a legal newspaper published weekly at Kearny, in the County of Pinal, State of Arizona that the legal entitled, Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017, a printed copy of which is hereto attached, has been or will be published in all the regular weekly editions of said newspaper (and not a supplement thereof) for ONE week, the date of publication being as follows, to-wit:

11/6/13

Annette Barajas
Representative

Subscribed and sworn to before me this
25 DAY OF November, 2013



[Signature]
Notary Public

Public Notice

The Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017 for Gila and Pinal Counties is now available for public review and comment. Reference : P. L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et al., Section 861.350(a)(4) and Subpart C, Sections 868.300 and 868.310 of Workforce Investment Act Final Rules dated August 11, 2000. The plan may be reviewed at the following locations: Gila County Community Services 5515 South Apache Avenue, Suite 200 Globe, Arizona 85501 Hours 8:00 a.m. until 5:00 p.m., Monday through Friday. Arizona Workforce Connection 1015 Florence Blvd, Suite A-100 Casa Grande, Arizona 85122 Hours 8:00 am until 5 pm, Monday through Friday Copies will also be available on: Pinal County Website: www.pinalcountyaz.gov Gila County Website: <http://www.gilacountyaz.gov/government/community/index.php> Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8850. Appendices are not attached at this time. Verbal and written comments will be received until November 30, 2013 at which time the comments and plan will be completed and finalized. Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with a disability
CBN Legal 11/6/13

State of Arizona County of Pinal

AFFIDAVIT OF PUBLICATION

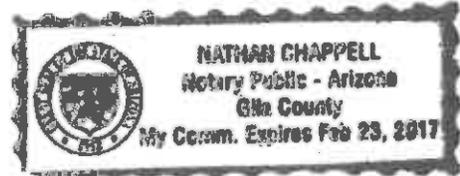
Annette Barajas being first duly sworn deposes and says that she is a representative of the *Copper Basin News*, a legal newspaper published weekly at Kearny, in the County of Pinal, State of Arizona that the legal entitled, Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017, a printed copy of which is hereto attached, has been or will be published in all the regular weekly editions of said newspaper (and not a supplement thereof) for ONE week, the date of publication being as follows, to-wit:

11/6/13

Annette Barajas
Representative

Subscribed and sworn to before me this
25 DAY OF November, 2013

[Signature]
Notary Public



Public Notice

The Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017 for Gila and Pinal Counties is now available for public review and comment. Reference : P. L. 105-220, Sections 118 (b)(3) and 138(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 66.310 of Workforce Investment Act Final Rules dated August 11, 2000. The plan may be reviewed at the following locations: Gila County Community Services 5515 South Apache Avenue, Suite 200 Globe, Arizona 85501 Hours 8:00 a.m. until 5:00 p.m., Monday through Friday. Arizona Workforce Connection 1015 Florence Blvd, Suite A-100 Casa Grande, Arizona 85122 Hours 8:00 am until 5 pm, Monday through Friday Copies will also be available on: Pinal County Website: www.pinalcountyaz.gov Gila County Website: <http://www.gilacountyaz.gov/government/community/index.php> Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8650. Appendices are not attached at this time. Verbal and written comments will be received until November 30, 2013 at which time the comments and plan will be completed and finalized. Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with a disability
CBN Legal 11/6/13

State of Arizona County of Pinal

AFFIDAVIT OF PUBLICATION

Annette Barajas being first duly sworn deposes and says that she is a representative of the *Copper Basin News*, a legal newspaper published weekly at Kearny, in the County of Pinal, State of Arizona that the legal entitled, Gila/Pinal Workforce Investment Area Business Plan July 2014-June 2017, a printed copy of which is hereto attached, has been or will be published in all the regular weekly editions of said newspaper (and not a supplement thereof) for ONE week, the date of publication being as follows, to-wit:

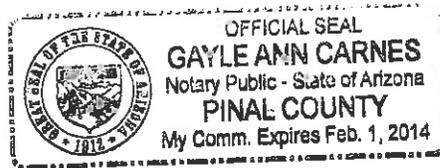
11/6/13

Annette Barajas
Representative

Subscribed and sworn to before me this

6th DAY OF November, 2013

Gayle Ann Carnes
Notary Public



DISTRIBUTION LIST

Newspapers

Arizona City Independent
Copper Basin Newspapers
Payson Round-Up
Copper Country News
Casa Grande Dispatch
AZ Silver Belt
Coolidge Examiner
Eloy Enterprise
Florence Reminder
Apache Junction News
Arizona City Independent
Maricopa Monitor
Tri-Valley Newspapers

Other Entities/Partners

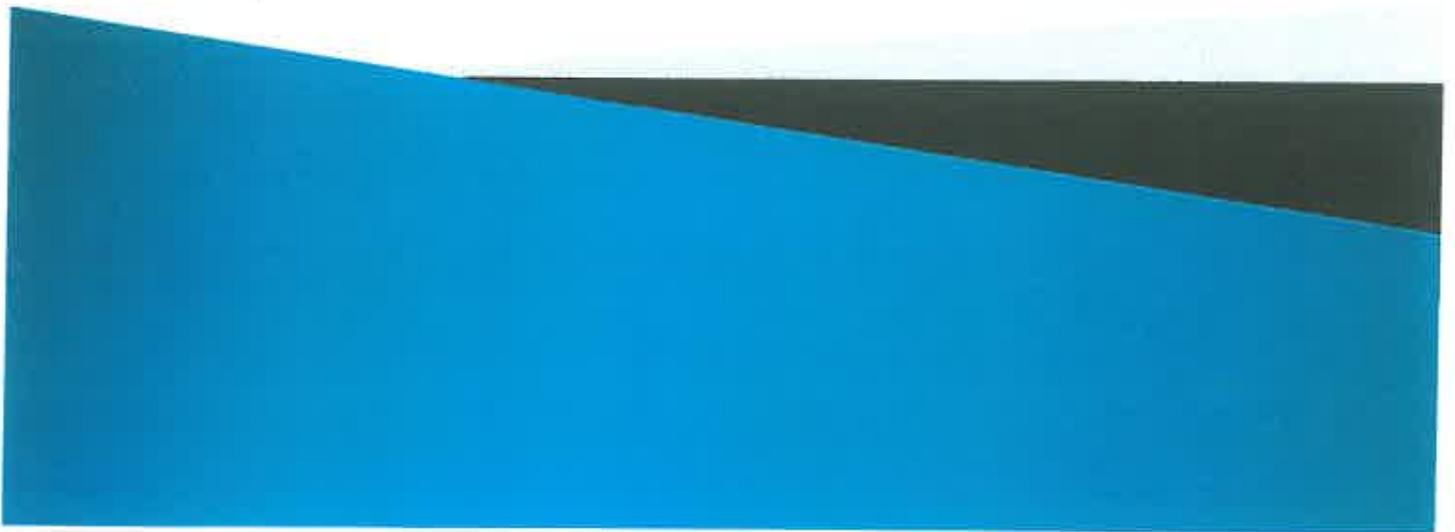
Central Arizona Governments
Central Arizona College
Empowerment Systems, Inc.
Arizona Department of Vocational Rehabilitation
Gila County
Pinal County
Gila Community College
Arizona Department of Economic Security Employment Services – Casa Grande and
Globe
Job Corp

PUBLIC NOTICE COMMENTS

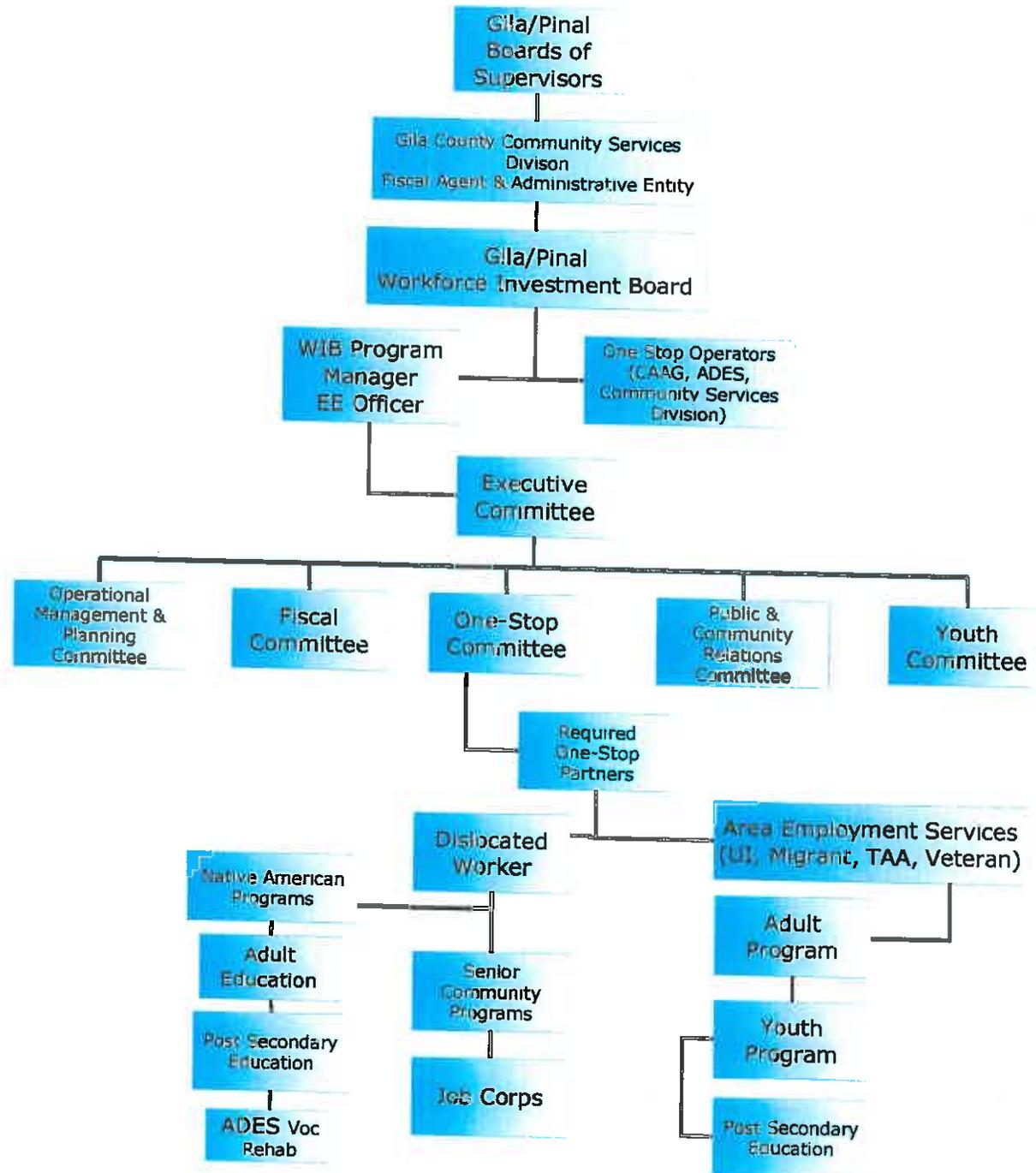
Page 1 – San Tan Valley area not included.

APPENDIX B

Organizational Chart

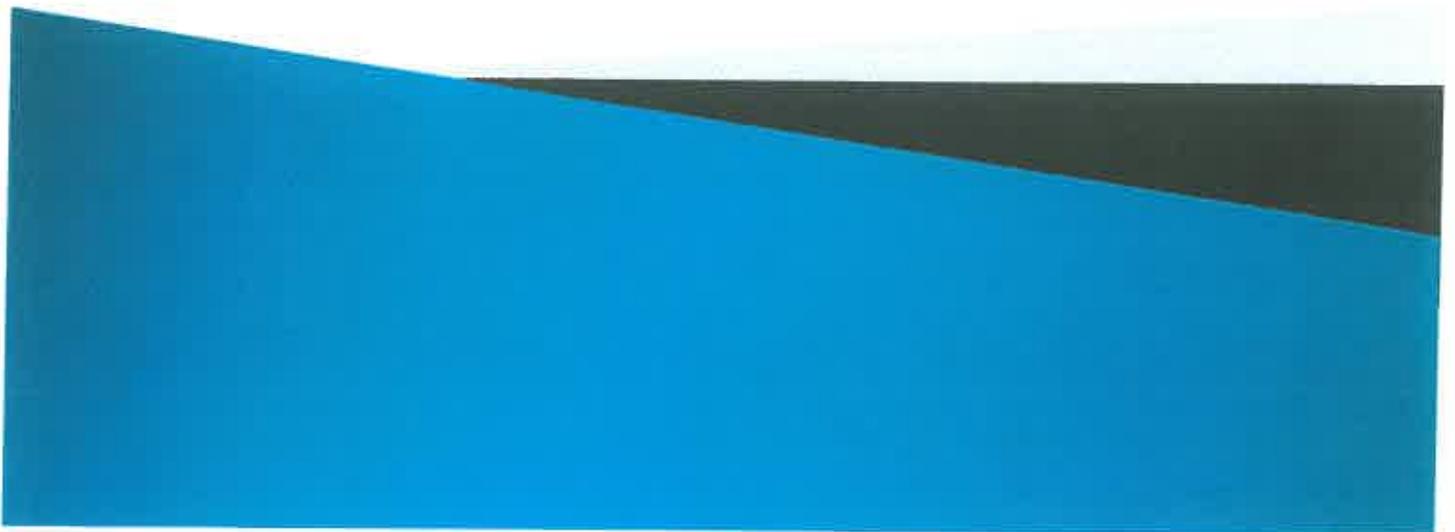


GILA/PINAL WORKFORCE INVESTMENT BOARD



APPENDIX C

Data Information



Appendix 1: DEMOGRAPHIC AND HOUSING ESTIMATES
2007-2011 American Community Survey 5-Year Estimates

Subject	United States	Arizona	Gila County	Pinal County
SEX AND AGE				
Total population	306,603,772	6,337,373	53,380	351,709
Male	150,740,216	3,152,339	26,710	184,962
Female	155,863,556	3,185,034	26,670	166,747
Under 5 years	20,170,377	461,855	3,107	28,183
5 to 9 years	20,207,046	444,053	3,480	27,514
10 to 14 years	20,631,572	446,301	2,823	23,402
15 to 19 years	22,083,463	456,092	3,651	21,087
20 to 24 years	21,463,191	441,858	2,370	19,758
25 to 34 years	40,668,821	859,319	4,427	52,382
35 to 44 years	41,683,228	828,392	5,428	48,073
45 to 54 years	44,579,668	830,751	7,370	41,675
55 to 59 years	19,215,139	368,523	4,101	20,109
60 to 64 years	16,292,447	338,767	4,550	20,213
65 to 74 years	21,152,731	481,716	7,081	31,154
75 to 84 years	13,119,427	280,469	3,641	14,544
85 years and over	5,336,662	99,277	1,351	3,615
Median age (years)	37.0	35.7	47.3	35.6
18 years and over	232,556,019	4,714,129	41,757	259,524
21 years and over	218,867,711	4,437,427	39,818	247,959
62 years and over	48,777,496	1,054,697	14,761	60,671
65 years and over	39,608,820	861,462	12,073	49,313
18 years and over	232,556,019	4,714,129	41,757	259,524
Male	112,848,136	2,321,916	20,558	137,740
Female	119,707,883	2,392,213	21,199	121,784
65 years and over	39,608,820	861,462	12,073	49,313
Male	17,009,215	391,677	5,766	24,010
Female	22,599,605	469,785	6,307	25,303
RACE				
Total population	306,603,772	6,337,373	53,380	351,709
One race	298,787,118	6,165,063	52,201	340,674
Two or more races	7,816,654	172,310	1,179	11,035
One race	298,787,118	6,165,063	52,201	340,674
White	227,167,013	4,987,541	42,228	266,371
Black or African American	38,395,857	252,127	226	15,254
American Indian and Alaska Native	2,502,653	280,986	7,825	18,923
Cherokee tribal grouping	273,202	3,616	13	177
Chippewa tribal grouping	114,937	1,093	0	87
Navajo tribal grouping	299,813	140,112	677	2,081
Sioux tribal grouping	121,007	1,961	4	105

Asian	14,497,185	172,290	82	6,001
Asian Indian	2,781,904	33,504	0	875
Chinese	3,372,357	36,030	44	523
Filipino	2,549,545	34,199	11	2,222
Japanese	799,267	10,434	18	467
Korean	1,422,567	15,227	0	404
Vietnamese	1,576,032	22,611	8	623
Other Asian	1,995,513	20,285	1	887
Native Hawaiian and Other Pacific Islander	500,592	11,933	32	1,424
Native Hawaiian	157,220	4,522	20	1,040
Guamanian or Chamorro	72,517	1,597	0	20
Samoan	102,733	1,742	0	114
Other Pacific Islander	168,122	4,072	12	250
Some other race	15,723,818	460,186	1,808	32,701
Two or more races	7,816,654	172,310	1,179	11,035
White and Black or African American	1,846,491	31,433	170	1,908
White and American Indian and Alaska Native	1,685,124	36,843	334	1,880
White and Asian	1,424,664	32,019	175	1,338
Black or African American and American Indian and Alaska Native	285,182	5,000	62	500
Race alone or in combination with one or more other races				
Total population	306,603,772	6,337,373	53,380	351,709
White	233,837,264	5,136,546	43,313	275,132
Black or African American	41,284,752	300,779	594	18,497
American Indian and Alaska Native	4,920,336	333,764	8,387	22,041
Asian	16,720,165	218,790	280	8,442
Native Hawaiian and Other Pacific Islander	1,040,485	22,568	59	2,553
Some other race	17,284,370	509,117	2,075	36,742
HISPANIC OR LATINO AND RACE				
Total population	306,603,772	6,337,373	53,380	351,709
Hispanic or Latino (of any race)	49,215,563	1,864,375	9,479	101,324
Mexican	31,789,483	1,683,280	8,428	91,814
Puerto Rican	4,607,774	30,965	44	1,829
Cuban	1,764,374	9,112	23	411
Other Hispanic or Latino	11,053,932	141,018	984	7,270
Not Hispanic or Latino	257,388,209	4,472,998	43,901	250,385
White alone	196,730,055	3,686,433	35,184	205,003
Black or African American alone	37,449,666	238,499	226	14,784
American Indian and Alaska Native alone	2,049,094	256,668	7,739	17,715
Asian alone	14,333,034	168,066	81	5,524
Native Hawaiian and Other Pacific Islander alone	469,242	11,148	32	1,350
Some other race alone	654,541	9,152	29	795
Two or more races	5,702,577	103,032	610	5,214
Two races including Some other race	263,803	4,537	38	303
Two races excluding Some other race, and Three or more races	5,438,774	98,495	572	4,911
Total housing units	131,034,946	2,816,719	32,470	155,504

Appendix 2: EDUCATIONAL ATTAINMENT AND EMPLOYMENT STATUS BY LANGUAGE SPOKEN
2007-2011 American Community Survey 5-Year Estimates

	United States	Arizona	Gila County	Pinal County
Total:	202,048,123	4,087,214	37,949	231,765
Less than high school graduate:	29,518,935	605,627	6,039	36,021
In labor force:	13,324,543	292,647	1,725	13,266
Speak only English	6,371,659	92,779	1,189	6,609
Speak Spanish	5,789,512	182,302	397	6,261
Speak other Indo-European languages	476,231	2,588	0	18
Speak Asian and Pacific Island languages	568,499	6,897	0	57
Speak other languages	118,642	8,081	139	321
Not in labor force:	16,194,392	312,980	4,314	22,755
Speak only English	11,027,387	144,749	2,905	11,423
Speak Spanish	3,582,103	134,389	780	10,189
Speak other Indo-European languages	812,142	6,853	21	230
Speak Asian and Pacific Island languages	604,402	5,889	0	308
Speak other languages	168,358	21,100	608	605
High school graduate (includes equivalency):	57,861,283	1,010,731	12,546	68,519
In labor force:	34,848,928	570,060	5,342	33,795
Speak only English	28,592,606	402,973	4,412	26,043
Speak Spanish	4,265,587	131,434	434	6,690
Speak other Indo-European languages	979,962	9,108	34	269
Speak Asian and Pacific Island languages	767,664	8,001	0	124
Speak other languages	243,109	18,544	462	669
Not in labor force:	23,012,355	440,671	7,204	34,724
Speak only English	20,037,876	352,253	5,845	28,317
Speak Spanish	1,650,563	60,653	819	4,811
Speak other Indo-European languages	752,062	9,208	24	678
Speak Asian and Pacific Island languages	431,705	5,151	26	526
Speak other languages	140,149	13,406	490	392
Some college or associate's degree:	57,694,281	1,391,958	13,479	85,324
In labor force:	41,175,415	924,202	7,310	50,663
Speak only English	35,039,475	748,224	6,330	41,604
Speak Spanish	3,660,198	126,373	531	6,922
Speak other Indo-European languages	1,170,814	15,865	36	761
Speak Asian and Pacific Island languages	982,693	11,857	21	566
Speak other languages	322,235	21,883	392	810
Not in labor force:	16,518,866	467,756	6,169	34,661
Speak only English	14,434,165	400,663	5,356	28,990
Speak Spanish	1,033,142	42,029	494	4,335
Speak other Indo-European languages	542,145	10,780	55	641
Speak Asian and Pacific Island languages	390,276	5,028	0	324
Speak other languages	119,138	9,256	264	371
Bachelor's degree or higher:	56,973,624	1,078,898	5,885	41,901
In labor force:	43,920,400	761,354	2,875	26,404
Speak only English	35,975,508	630,366	2,558	22,148
Speak Spanish	2,593,398	62,939	195	2,749
Speak other Indo-European languages	2,483,128	31,323	22	591
Speak Asian and Pacific Island languages	2,398,098	26,510	0	771
Speak other languages	470,268	10,216	100	145
Not in labor force:	13,053,224	317,544	3,010	15,497
Speak only English	10,798,879	275,252	2,507	13,721

Speak Spanish	590,466	17,074	289	663
Speak other Indo-European languages	795,400	12,556	125	448
Speak Asian and Pacific Island languages	744,575	9,657	21	557
Speak other languages	123,904	3,005	68	108

Appendix 3: ATTAINMENT BY ABILITY
2009-2011 American Community Survey 3-Year Estimates

(Because some of the sample sizes are too small, we are not able to analyses at the County level)

Subject	United States			Arizona		
	Total Civilian	Disability	No Dis.	Total Civilian	Disability	No Dis.
Population Age 16 and Over	238,746,117	34,019,676	204,726,441	4,863,800	668,875	4,194,925
EMPLOYMENT STATUS						
Employed	58.7%	22.1%	64.8%	55.2%	20.7%	60.6%
Not in Labor Force	34.6%	72.8%	28.2%	38.0%	73.9%	32.3%
Employed Population Age 16 and Over	140,136,534	7,533,794	132,602,740	2,682,416	138,457	2,543,959
CLASS OF WORKER						
Private for-profit wage and salary workers	70.4%	66.0%	70.7%	71.8%	66.4%	72.1%
Employee of private company workers	66.9%	62.6%	67.1%	68.1%	62.8%	68.4%
Self-employed in own incorporated business workers	3.5%	3.3%	3.5%	3.7%	3.6%	3.7%
Private not-for-profit wage and salary workers	8.0%	9.4%	8.0%	6.3%	8.4%	6.2%
Local government workers	7.7%	7.6%	7.7%	7.7%	8.4%	7.6%
State government workers	4.6%	5.0%	4.6%	4.9%	4.9%	4.9%
Federal government workers	2.7%	3.3%	2.7%	3.0%	3.5%	3.0%
Self-employed in own not incorporated business workers	6.3%	8.5%	6.2%	6.2%	8.1%	6.1%
Unpaid family workers	0.1%	0.3%	0.1%	0.1%	0.2%	0.1%
OCCUPATION						
Management, business, science, and arts occupations	35.9%	26.3%	36.5%	34.8%	29.5%	35.1%
Service occupations	18.0%	22.4%	17.8%	19.6%	20.9%	19.5%
Sales and office occupations	24.9%	24.8%	24.9%	26.8%	28.0%	26.8%
Natural resources, construction, and maintenance occupations	9.2%	10.1%	9.2%	9.3%	9.8%	9.2%
Production, transportation, and material moving occupations	12.0%	16.3%	11.7%	9.5%	11.8%	9.3%
INDUSTRY						
Agriculture, forestry, fishing and hunting, and mining	1.9%	2.5%	1.9%	1.4%	1.5%	1.4%

Construction	6.4%	6.3%	6.4%	6.9%	6.1%	6.9%
Manufacturing	10.4%	10.6%	10.4%	7.4%	7.2%	7.5%
Wholesale trade	2.8%	2.5%	2.9%	2.5%	2.1%	2.6%
Retail trade	11.6%	13.1%	11.5%	12.3%	14.1%	12.2%
Transportation and warehousing, and utilities	5.0%	5.5%	4.9%	5.0%	5.3%	5.0%
Information	2.2%	1.8%	2.2%	1.9%	1.5%	1.9%
Finance and insurance, and real estate and rental and leasing	6.7%	5.2%	6.8%	7.9%	6.8%	8.0%
Professional, scientific, and management, and administrative and waste management services	10.6%	9.6%	10.7%	11.5%	10.9%	11.5%
Educational services, and health care and social assistance	23.1%	22.7%	23.1%	22.0%	23.2%	22.0%
Arts, entertainment, and recreation, and accommodation and food services	9.2%	9.1%	9.3%	10.6%	10.3%	10.6%
Other services (except public administration)	5.0%	5.9%	4.9%	4.8%	5.3%	4.8%
Public administration	5.0%	5.4%	5.0%	5.7%	5.7%	5.7%
COMMUTING TO WORK						
Workers Age 16 and Over	136,954,273	7,077,232	129,877,041	2,626,812	130,729	2,496,083
Car, truck, or van - drove alone	76.4%	70.4%	76.8%	76.1%	68.1%	76.5%
Car, truck, or van - carpooled	9.8%	12.6%	9.7%	11.7%	13.6%	11.6%
Public transportation (excluding taxicab)	5.0%	5.6%	5.0%	1.9%	3.7%	1.8%
Walked	2.7%	3.5%	2.7%	2.1%	3.3%	2.1%
Taxicab, motorcycle, bicycle, or other means	1.7%	2.6%	1.7%	2.6%	3.7%	2.5%
Worked at home	4.3%	5.4%	4.2%	5.5%	7.6%	5.4%
EDUCATIONAL ATTAINMENT						
Population Age 25 and Over	200,227,629	31,942,581	168,285,048	4,066,277	628,974	3,437,303
Less than high school graduate	14.1%	26.6%	11.7%	14.3%	22.0%	12.9%
High school graduate, GED, or alternative	28.3%	34.4%	27.2%	24.5%	28.9%	23.7%
Some college or associate's degree	29.0%	25.5%	29.7%	34.5%	33.3%	34.8%
Bachelor's degree or higher	28.6%	13.5%	31.5%	26.6%	15.8%	28.6%
EARNINGS IN PAST 12 MONTHS (IN 2011)						

INFLATION ADJUSTED DOLLARS)						
Population Age 16 and over with earnings	158,369,136	9,456,264	148,912,872	3,043,028	177,835	2,865,193
\$1 to \$4,999 or less	11.4%	18.5%	11.0%	11.1%	18.3%	10.6%
\$5,000 to \$14,999	16.8%	23.2%	16.4%	17.4%	23.0%	17.1%
\$15,000 to \$24,999	15.0%	16.0%	15.0%	15.6%	15.8%	15.6%
\$25,000 to \$34,999	13.7%	12.5%	13.7%	14.4%	12.7%	14.6%
\$35,000 to \$49,999	14.9%	12.0%	15.1%	15.8%	12.7%	16.0%
\$50,000 to \$74,999	14.7%	10.3%	14.9%	13.6%	10.1%	13.9%
\$75,000 or more	13.5%	7.4%	13.9%	12.0%	7.4%	12.3%
Median Earnings	29,908	19,896	30,442	28,798	20,243	29,516
POVERTY STATUS IN THE PAST 12 MONTHS						
Population Age 16 and over for whom poverty status is determined	236,223,137	33,930,978	202,292,159	4,835,975	667,803	4,168,172
Below 100 percent of the poverty level	13.4%	21.1%	12.1%	15.4%	20.3%	14.6%
100 to 149 percent of the poverty level	8.9%	14.3%	8.0%	9.9%	13.4%	9.3%
At or above 150 percent of the poverty level	77.6%	64.5%	79.8%	74.7%	66.3%	76.0%

Appendix 5: COMMUTING CHARACTERISTICS
2007-2011 American Community Survey 5-Year Estimates

Subject	United States	Arizona	Gila County, Arizona	Pinal County, Arizona
	Total	Total	Total	Total
Workers 16 years and over	139,488,206	2,695,734	17,827	124,894
MEANS OF TRANSPORTATION TO WORK				
Car, truck, or van	86.3%	88.0%	90.0%	90.4%
Drove alone	76.1%	75.8%	79.5%	76.8%
Carpooled	10.2%	12.3%	10.5%	13.7%
In 2-person carpool	7.8%	9.6%	8.1%	10.9%
In 3-person carpool	1.4%	1.5%	1.4%	1.4%
In 4-or-more person carpool	1.0%	1.1%	0.9%	1.4%
Workers per car, truck, or van	1.07	1.08	1.07	1.09
Public transportation (excluding taxicab)	5.0%	2.0%	0.3%	0.2%
Walked	2.8%	2.1%	2.9%	1.6%
Bicycle	0.5%	0.9%	1.1%	0.4%
Taxicab, motorcycle, or other means	1.2%	1.6%	1.4%	1.6%
Worked at home	4.2%	5.4%	4.4%	5.8%
PLACE OF WORK				
Worked in state of residence	96.2%	98.2%	98.6%	98.3%
Worked in county of residence	72.5%	94.0%	87.9%	48.4%
Worked outside county of residence	23.6%	4.2%	10.7%	49.9%
Worked outside state of residence	3.8%	1.8%	1.4%	1.7%
LIVING IN A PLACE				
Living in a place	74.3%	93.5%	94.9%	83.0%
Worked in place of residence	31.5%	44.4%	43.3%	22.6%
Worked outside place of residence	42.8%	49.1%	51.6%	60.4%
Not living in a place	25.7%	6.5%	5.1%	17.0%
Workers 16 years and over who did not work at home	133,598,438	2,551,403	17,034	117,688
TIME LEAVING HOME TO GO TO WORK				
12:00 a.m. to 4:59 a.m.	4.1%	6.4%	8.8%	9.7%
5:00 a.m. to 5:29 a.m.	3.6%	5.5%	7.3%	8.0%
5:30 a.m. to 5:59 a.m.	4.9%	6.0%	7.3%	6.7%
6:00 a.m. to 6:29 a.m.	8.7%	10.1%	8.4%	14.2%
6:30 a.m. to 6:59 a.m.	10.3%	9.8%	9.5%	8.9%
7:00 a.m. to 7:29 a.m.	14.8%	14.0%	13.9%	14.6%
7:30 a.m. to 7:59 a.m.	13.2%	11.2%	14.4%	8.4%
8:00 a.m. to 8:29 a.m.	11.0%	9.2%	8.0%	6.3%
8:30 a.m. to 8:59 a.m.	5.5%	4.4%	3.0%	2.1%
9:00 a.m. to 11:59 p.m.	23.9%	23.4%	19.5%	21.1%
TRAVEL TIME TO WORK				
Less than 10 minutes	13.8%	12.9%	30.4%	12.7%
10 to 14 minutes	14.4%	14.0%	25.3%	10.0%
15 to 19 minutes	15.5%	15.4%	14.4%	8.7%
20 to 24 minutes	14.7%	15.1%	7.8%	9.6%
25 to 29 minutes	6.1%	6.4%	1.7%	4.5%
30 to 34 minutes	13.5%	15.6%	9.2%	16.0%

35 to 44 minutes	6.3%	7.0%	2.2%	9.4%
45 to 59 minutes	7.5%	7.5%	2.0%	15.1%
60 or more minutes	8.1%	6.2%	6.9%	13.8%
Mean travel time to work (minutes)	25.4	24.7	19.3	32.1
VEHICLES AVAILABLE				
Workers 16 years and over in households	138,075,756	2,678,221	17,813	124,616
No vehicle available	4.4%	3.1%	3.5%	2.5%
1 vehicle available	21.2%	23.6%	24.0%	21.4%
2 vehicles available	42.4%	44.4%	40.3%	49.8%
3 or more vehicles available	32.0%	28.8%	32.1%	26.2%

S0103: POPULATION 65 YEARS AND OVER
2007-2011 American Community Survey 5-Year Estimates

Subject	United States		Arizona		Gila County, Arizona		Pinal County, Arizona	
	Total	65 years and over	Total	65 years and over	Total	65 years and over	Total	65 years and over
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
SEX AND AGE								
Male	49.2%	42.9%	49.7%	45.5%	50.0%	47.8%	52.6%	48.7%
Female	50.8%	57.1%	50.3%	54.5%	50.0%	52.2%	47.4%	51.3%
Median age (years)	37.0	74.2	35.7	73.7	47.3	73.1	35.6	72.3
RACE AND HISPANIC OR LATINO ORIGIN								
One race	97.5%	99.1%	97.3%	99.2%	97.8%	99.9%	96.9%	98.8%
White	74.1%	85.1%	78.7%	91.2%	79.1%	91.9%	75.7%	91.7%
Black or African American	12.5%	8.5%	4.0%	1.9%	0.4%	0.1%	4.3%	1.8%
American Indian and Alaska Native	0.8%	0.5%	4.4%	2.2%	14.7%	5.0%	5.4%	1.7%
Asian	4.7%	3.4%	2.7%	1.6%	0.2%	0.1%	1.7%	0.7%
Native Hawaiian and Other Pacific Islander	0.2%	0.1%	0.2%	0.1%	0.1%	0.2%	0.4%	0.0%
Some other race	5.1%	1.6%	7.3%	2.2%	3.4%	2.6%	9.3%	3.0%
Two or more races	2.5%	0.9%	2.7%	0.8%	2.2%	0.1%	3.1%	1.2%
Hispanic or Latino origin (of any race)	16.1%	6.8%	29.4%	10.8%	17.8%	10.5%	28.8%	10.6%
White alone, not Hispanic or Latino	64.2%	80.2%	58.2%	83.1%	65.9%	83.9%	58.3%	84.6%
RELATIONSHIP								
Householder or spouse	57.4%	89.2%	56.4%	89.6%	57.2%	89.1%	58.2%	92.4%
Parent	1.2%	5.5%	1.2%	4.8%	1.7%	4.6%	0.8%	3.1%
Other relatives	35.9%	3.6%	36.3%	3.2%	36.0%	5.0%	36.2%	1.9%
Nonrelatives	5.5%	1.8%	6.2%	2.4%	5.0%	1.3%	4.7%	2.6%
Unmarried partner	2.2%	0.7%	2.6%	1.2%	1.6%	0.8%	2.8%	1.5%
HOUSEHOLDS BY TYPE								
Family households	66.7%	53.5%	66.2%	57.0%	65.6%	60.5%	72.6%	63.0%
Married-couple family	49.3%	43.4%	49.0%	49.0%	50.3%	52.8%	56.2%	56.8%
Female householder, no husband present, family	12.7%	7.9%	12.1%	6.3%	11.7%	4.8%	11.0%	4.6%
Nonfamily households	33.3%	46.5%	33.8%	43.0%	34.4%	39.5%	27.4%	37.0%
Householder living alone	27.3%	44.2%	26.8%	39.8%	29.4%	37.7%	22.2%	33.8%

MARITAL STATUS								
Now married, except separated	49.8%	54.3%	50.0%	59.8%	51.1%	63.4%	54.7%	67.0%
Widowed	6.1%	29.2%	5.5%	24.4%	8.2%	24.0%	5.3%	21.3%
Divorced	10.6%	10.8%	12.0%	11.7%	14.9%	9.4%	11.8%	8.8%
Separated	2.2%	1.1%	1.8%	0.9%	1.6%	0.4%	1.6%	0.7%
Never married	31.4%	4.6%	30.7%	3.2%	24.2%	2.9%	26.6%	2.2%
EDUCATIONAL ATTAINMENT								
Less than high school graduate	14.6%	23.2%	14.8%	17.3%	15.9%	19.6%	15.5%	16.8%
High school graduate, GED, or alternative	28.6%	34.3%	24.7%	29.1%	33.1%	32.1%	29.6%	33.2%
Some college or associate's degree	28.6%	21.8%	34.1%	29.5%	35.5%	30.7%	36.8%	29.8%
Bachelor's degree or higher	28.2%	20.7%	26.4%	24.1%	15.5%	17.6%	18.1%	20.2%
RESPONSIBILITY FOR GRANDCHILDREN UNDER 18 YEARS								
Living with grandchild(ren)	3.7%	4.8%	4.1%	4.4%	3.0%	2.5%	3.9%	3.8%
Responsible for grandchild(ren)	1.5%	1.2%	1.8%	1.3%	1.5%	0.5%	2.2%	1.8%
VETERAN STATUS								
Civilian veteran	9.6%	23.1%	11.4%	26.9%	14.0%	28.4%	13.0%	28.2%
EMPLOYMENT STATUS								
In labor force	64.7%	15.8%	61.7%	13.8%	45.8%	10.3%	53.1%	11.2%
Employed	59.1%	14.9%	56.2%	12.8%	42.4%	9.8%	47.9%	9.7%
Unemployed	5.6%	0.9%	5.5%	1.0%	3.4%	0.4%	5.3%	1.5%
Percent of civilian labor force	8.7%	5.9%	8.9%	7.1%	7.4%	4.2%	9.9%	13.5%
Not in labor force	35.3%	84.2%	38.3%	86.2%	54.2%	89.7%	46.9%	88.8%
INCOME IN THE PAST 12 MONTHS (IN 2011 INFLATION-ADJUSTED DOLLARS)								
With earnings	79.2%	34.2%	77.5%	30.8%	62.1%	26.5%	73.9%	27.4%
Mean earnings (dollars)	73,702	45,990	68,164	41,146	48,895	37,125	61,300	36,104
With Social Security income	27.9%	91.9%	29.1%	92.7%	44.6%	94.5%	32.9%	94.5%
Mean Social Security income (dollars)	16,213	17,546	17,079	18,563	17,848	19,142	17,757	19,309
With Supplemental	4.3%	5.7%	3.4%	4.4%	5.0%	2.1%	3.6%	3.5%

Security Income								
Mean Supplemental Security Income (dollars)	8,629	8,201	9,014	8,938	10,613	11,847	9,295	8,349
With cash public assistance income	2.6%	1.6%	2.4%	1.4%	3.2%	1.1%	2.7%	1.6%
Mean cash public assistance income (dollars)	3,729	3,677	3,441	3,988	3,943	3,336	3,710	3,235
With retirement income	17.5%	49.0%	19.0%	51.8%	30.5%	58.1%	22.7%	55.2%
Mean retirement income (dollars)	22,490	22,090	23,712	23,542	21,485	19,525	22,527	22,525
With Food Stamp/SNAP benefits	10.2%	6.8%	10.6%	5.2%	13.1%	3.3%	10.8%	4.4%
POVERTY STATUS IN THE PAST 12 MONTHS								
Below 100 percent of the poverty level	14.3%	9.4%	16.2%	8.2%	20.9%	7.2%	14.3%	8.1%
100 to 149 percent of the poverty level	9.2%	11.3%	10.3%	10.2%	11.8%	12.9%	10.2%	9.6%
At or above 150 percent of the poverty level	76.4%	79.3%	73.5%	81.6%	67.4%	79.8%	75.5%	82.3%
HOUSING TENURE								
Owner-occupied housing units	66.1%	78.9%	66.6%	84.0%	76.8%	89.5%	76.5%	90.7%
Renter-occupied housing units	33.9%	21.1%	33.4%	16.0%	23.2%	10.5%	23.5%	9.3%
Average household size of owner-occupied unit	2.68	1.90	2.66	1.88	2.53	2.04	2.61	1.88
Average household size of renter-occupied unit	2.45	1.48	2.62	1.52	2.93	1.67	2.93	1.52
SELECTED CHARACTERISTICS								
No telephone service available	3.1%	1.3%	3.9%	2.0%	7.6%	3.6%	4.1%	2.6%
1.01 or more occupants per room	3.2%	0.6%	4.3%	1.0%	2.8%	0.3%	3.3%	1.4%
OWNER CHARACTERISTICS								
Median value (dollars)	186,200	166,700	197,400	175,900	154,200	164,500	144,500	122,200
Median selected monthly owner costs with a mortgage (dollars)	1,560	1,267	1,520	1,187	1,194	1,185	1,462	1,193
Median selected monthly owner costs without a mortgage (dollars)	444	436	373	365	312	324	371	373

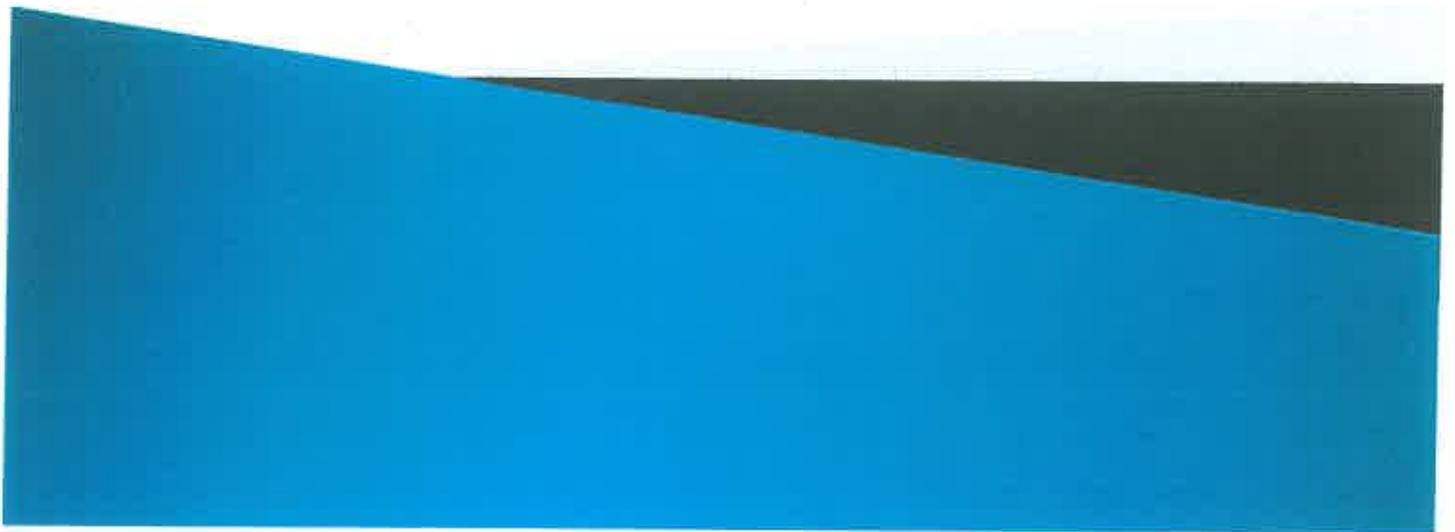
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN THE PAST 12 MONTHS								
Less than 30 percent	52.3%	45.9%	52.3%	43.6%	55.4%	61.2%	53.6%	53.2%
30 percent or more	47.7%	54.1%	47.7%	56.4%	44.6%	38.8%	46.4%	46.8%
GROSS RENT								
Median gross rent (dollars)	871	700	881	801	697	722	924	617

Appendix 4: EDUCATIONAL ATTAINMENT BY AGE AND GENDER
 2007-2011 American Community Survey 5-Year Estimates

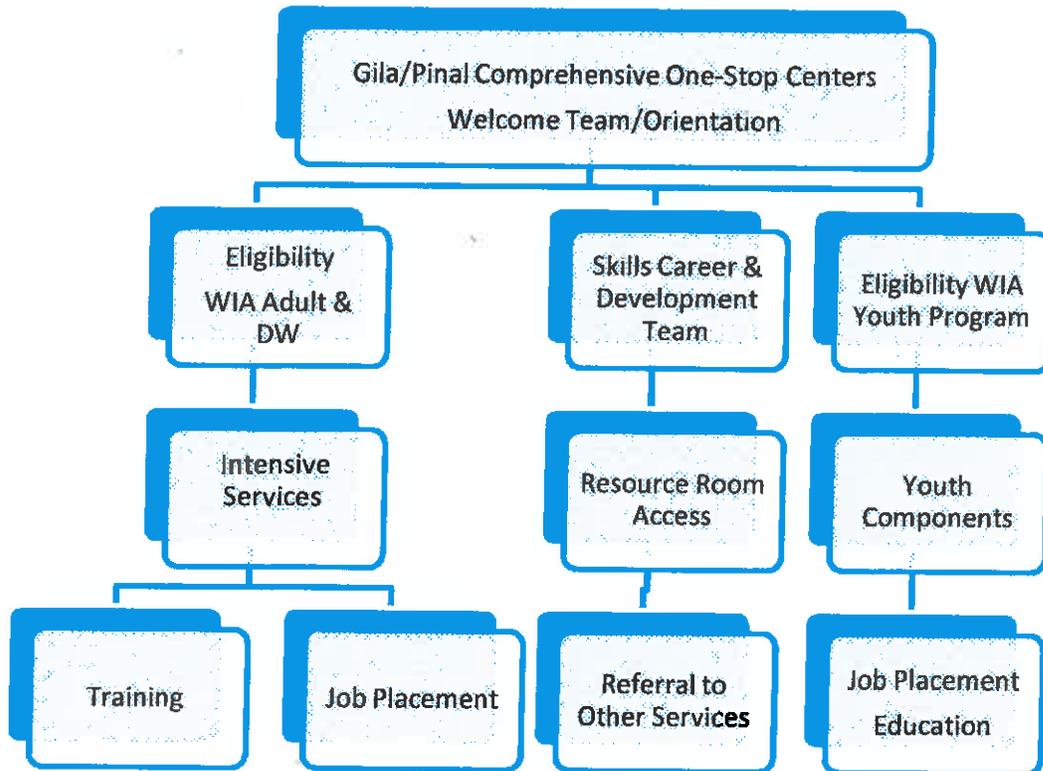
Subject	United States			Arizona			Gila County, Arizona			Pinal County, Arizona		
	Total	Male	Female	Total	Male	Female	Total	Male	Female	Total	Male	Female
Population 18 to 24 years	30,507,896	15,622,920	14,884,976	626,915	325,713	301,202	3,808	1,987	1,821	27,759	15,860	11,899
Less than high school graduate	16.7%	19.3%	13.9%	20.8%	23.1%	18.2%	29.7%	27.7%	31.9%	31.5%	36.6%	24.7%
High school graduate (includes	30.2%	32.7%	27.6%	30.9%	33.0%	28.6%	41.0%	47.1%	34.4%	34.8%	36.2%	32.9%
Some college or associate's	43.9%	40.5%	47.3%	41.6%	38.4%	44.9%	27.3%	22.4%	32.6%	30.2%	24.8%	37.4%
Bachelor's degree or higher	9.3%	7.4%	11.2%	6.8%	5.4%	8.2%	2.0%	2.9%	1.1%	3.6%	2.4%	5.1%
Population 25 years and over	202,048,12	97,225,216	104,822,90	4,087,2	1,996,2	2,091,0	37,949	18,571	19,378	231,76	121,88	109,88
Less than 9th grade	6.1%	6.3%	6.0%	6.6%	6.7%	6.5%	5.1%	4.7%	5.4%	6.0%	6.8%	5.2%
9th to 12th grade, no diploma	8.5%	8.9%	8.0%	8.2%	8.6%	7.9%	10.9%	12.4%	9.4%	9.5%	11.0%	7.8%
High school graduate (includes	28.6%	28.8%	28.5%	24.7%	24.4%	25.1%	33.1%	33.0%	33.1%	29.6%	29.0%	30.2%
Some college, no degree	21.0%	20.5%	21.4%	26.0%	25.2%	26.7%	26.5%	23.6%	29.3%	27.5%	27.4%	27.7%
Associate's degree	7.6%	6.8%	8.3%	8.1%	7.5%	8.7%	9.0%	8.1%	9.9%	9.3%	8.8%	9.9%
Bachelor's degree	17.7%	17.8%	17.7%	16.8%	17.3%	16.4%	9.4%	11.0%	7.8%	12.2%	11.5%	12.9%
Graduate or professional degree	10.5%	10.9%	10.0%	9.6%	10.2%	8.9%	6.1%	7.2%	5.1%	5.9%	5.5%	6.4%
Percent high school graduate or	85.4%	84.7%	86.0%	85.2%	84.7%	85.7%	84.1%	82.8%	85.3%	84.5%	82.1%	87.0%
Percent bachelor's degree or higher	28.2%	28.7%	27.7%	26.4%	27.6%	25.3%	15.5%	18.2%	12.9%	18.1%	17.0%	19.3%
Population 25 to 34 years	40,668,821	20,425,703	20,243,118	859,319	439,443	419,876	4,427	2,308	2,119	52,382	28,982	23,400
High school graduate or higher	87.1%	85.2%	89.0%	84.2%	82.6%	85.8%	76.8%	73.9%	80.0%	82.8%	77.1%	89.8%
Bachelor's degree or higher	31.3%	27.6%	35.0%	24.9%	22.4%	27.5%	8.5%	7.1%	10.1%	16.2%	12.5%	20.7%
Population 35 to 44 years	41,683,228	20,743,436	20,939,792	828,392	419,562	408,830	5,428	2,673	2,755	48,073	27,524	20,549
High school graduate or higher	87.5%	86.0%	89.0%	84.4%	83.3%	85.5%	83.7%	82.5%	84.9%	84.3%	81.2%	88.5%
Bachelor's degree or higher	31.3%	29.6%	33.0%	27.6%	26.3%	28.9%	7.6%	7.0%	8.1%	18.0%	13.7%	23.7%
Population 45 to 64 years	80,087,254	39,046,862	41,040,392	1,538,0	745,521	792,520	16,021	7,824	8,197	81,997	41,364	40,633
High school graduate or higher	87.7%	86.8%	88.5%	87.5%	87.1%	88.0%	89.0%	86.1%	91.8%	86.4%	85.2%	87.7%
Bachelor's degree or higher	28.7%	29.7%	27.8%	27.9%	29.6%	26.2%	18.6%	20.3%	16.9%	18.1%	18.6%	17.6%
Population 65 years and over	39,608,820	17,009,215	22,599,605	861,462	391,677	469,785	12,073	5,766	6,307	49,313	24,010	25,303
High school graduate or higher	76.8%	77.8%	76.0%	82.7%	84.0%	81.7%	80.4%	82.2%	78.8%	83.2%	84.1%	82.3%
Bachelor's degree or higher	20.7%	26.8%	16.1%	24.1%	31.0%	18.4%	17.6%	25.0%	10.8%	20.2%	23.2%	17.3%
POVERTY RATE FOR THE												
Less than high school graduate	25.5%	21.6%	29.4%	28.7%	25.5%	31.7%	28.8%	24.4%	33.7%	27.9%	23.9%	32.1%
High school graduate (includes	12.5%	10.5%	14.3%	14.1%	13.1%	15.0%	20.8%	20.3%	21.4%	11.7%	10.4%	12.8%
Some college or associate's	8.9%	7.0%	10.5%	9.5%	8.3%	10.6%	11.6%	8.6%	14.0%	8.1%	6.3%	9.7%
Bachelor's degree or higher	3.9%	3.5%	4.3%	4.5%	4.0%	5.0%	5.3%	3.7%	7.6%	3.7%	3.3%	4.0%
MEDIAN EARNINGS												
Population 25 years and over	35,337	41,661	29,422	34,422	39,873	29,598	29,468	33,693	23,817	34,572	40,663	29,397
Less than high school graduate	19,627	23,002	14,966	19,825	22,850	15,210	19,444	20,130	18,531	20,519	23,960	14,505
High school graduate (includes	27,640	33,495	22,046	27,227	31,385	22,937	26,813	31,986	21,958	30,485	34,891	23,792
Some college or associate's	34,045	41,630	28,249	34,275	40,944	29,029	31,068	37,944	24,653	36,347	44,336	30,250
Bachelor's degree	49,683	60,951	41,046	48,268	59,393	39,550	35,607	39,926	28,974	45,744	55,620	37,680
Graduate or professional degree	65,369	82,216	54,539	60,889	75,622	50,904	46,908	49,107	44,700	51,448	66,983	42,918

APPENDIX D

Customer Flow Chart

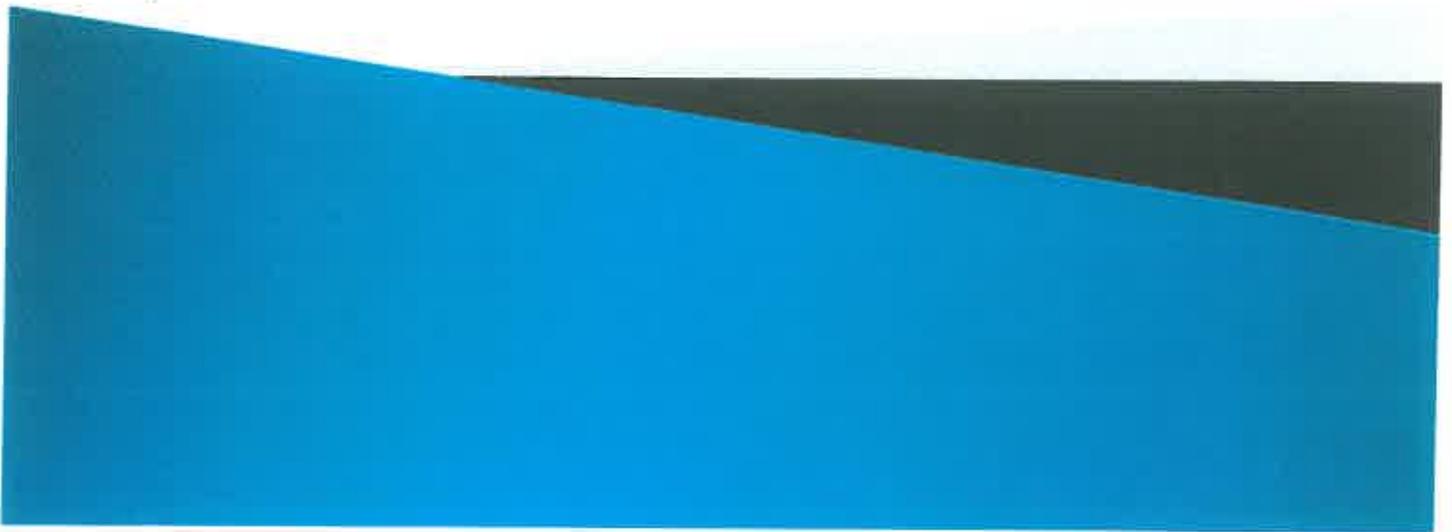


CUSTOMER FLOW CHART



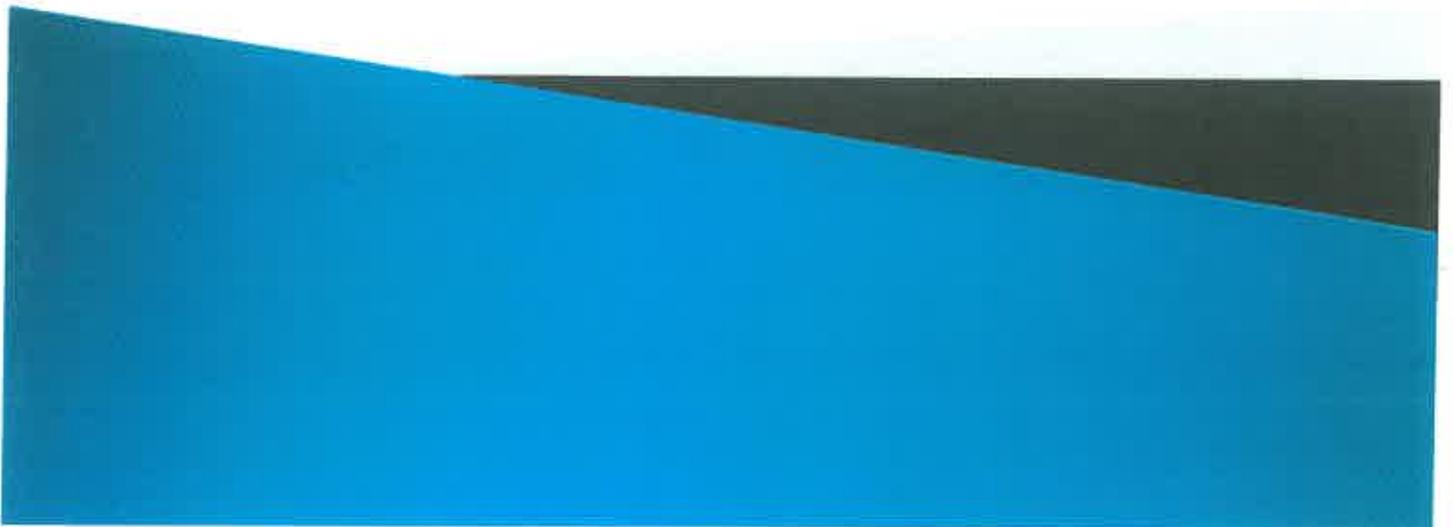
APPENDIX E

Chief Elected Official Agreement



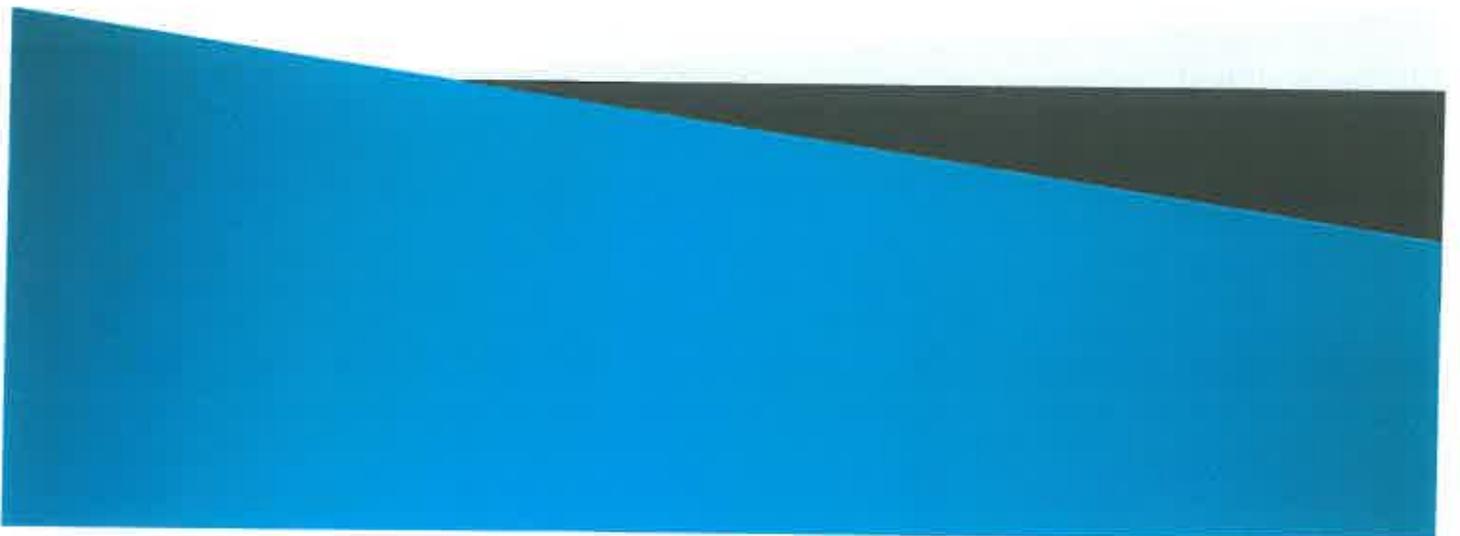
APPENDIX F

Chief Elected Official and Local Board Partnership Agreement



APPENDIX G

Local Board and Designated One-Stop Operator Agreement



APPENDIX H

MOU and Resource Sharing Agreement



APPENDIX I

Assurances



Local Business Plan Assurances

Program Year 2014 - 2016

As a condition to the award of Workforce Investment Act funds, the local grant recipient assures that it will comply fully with the provisions of the following:

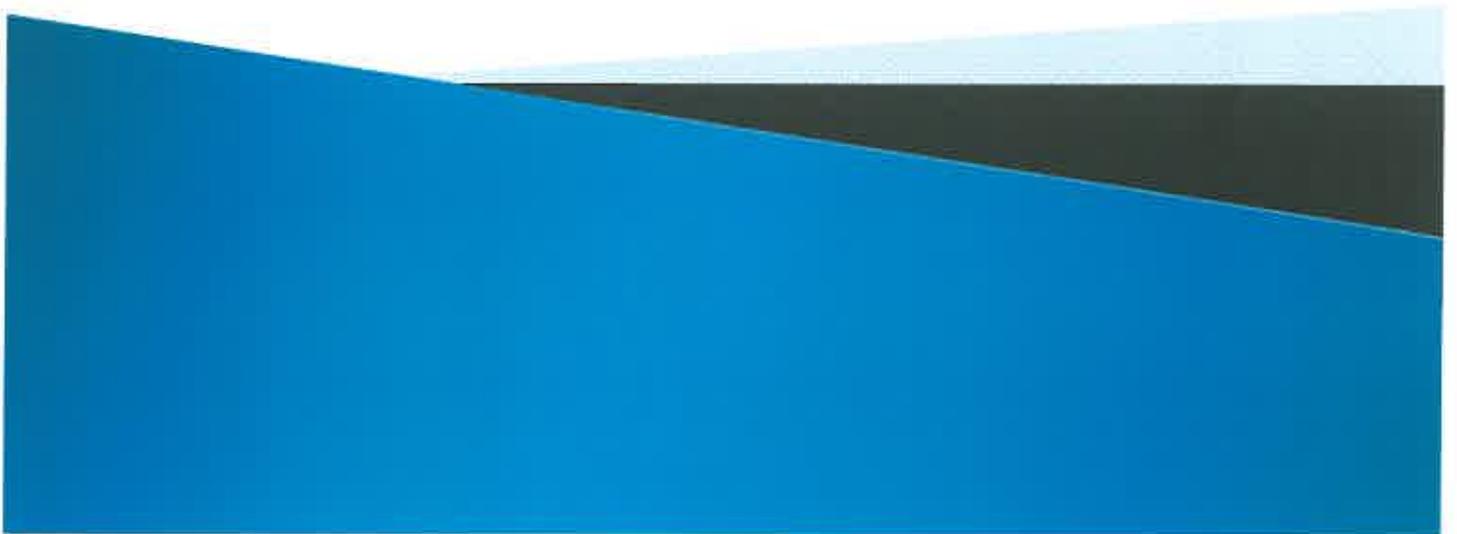
- 1) That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Sections 128 and 133.
- 2) That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112(b)(17)(B).
- 3) That it will comply with the confidentiality requirements of Section 136(±)(3).
- 4) That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181 (b)(7).)
- 5) That it will comply with the nondiscrimination provisions of Section 188, including compliance with the State Methods of Administration (Section 188.).
- 6) That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185.)
- 7) That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189(c) of the Act) which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to, the following:
 - a) General Administrative Requirements:
 - 29 CFR part 97 - Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
 - 29 CFR part 96 (as amended by OMB Circular A-133)- Single Audit Act
 - OMB Circular A-87- Cost Principles (as amended by the Act)
 - b) Assurances and Certifications:
 - SF 424 B- Assurances for Non-construction Programs
 - 29 CFR part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulation)
 - CFR part 93- Certification Regarding Lobbying (and regulation)
 - 29 CFR part 98 - Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 - c) Special Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

- 8) That veterans' services provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- 9) That it developed, and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- 10) That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
- 11) That the LWIB will meet a minimum of four times per year, or once each quarter.
- 12) That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- 13) That it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - 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 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient 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 recipient's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title I - financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- 14) That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local business plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act and/or the Wagner-Peyser Act.

APPENDIX J

Signature Page



**GILA/PINAL WORKFORCE INVESTMENT AREA
BUSINESS PLAN
JULY 1, 2014 TO JUNE 30, 2017**

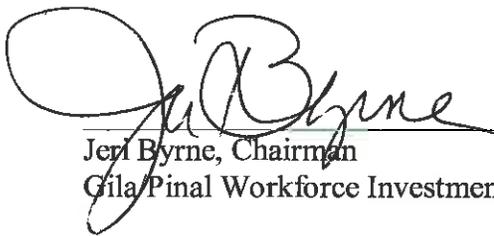
We, the undersigned, to hereby approve and submit this Local Plan for the Workforce Investment Act (WIA) Title 1B Programs for the Gila/Pinal Workforce Investment Area.

Submitted on behalf of the Gila/Pinal Workforce Investment Board and Gila County Board of Supervisors.



Michael A. Pastor
Chairman, Gila County Board of Supervisors

12-17-2013
Date



Jeri Byrne, Chairman
Gila/Pinal Workforce Investment Board

12/13/13
Date

Attest



Marian Sheppard, Clerk of the Board

12-17-2013
Date

Approved as to Form



Bryan B. Chambers
Deputy Attorney Principal

12-17-2013
Date

Approved on behalf of the State of Arizona

Signature – Chairman
Workforce Arizona Council

Date

ARF-2585

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Malissa

Submitted By:

Buzan,
Community
Services
Division
Director

Marian Sheppard, Clerk, BOS, Clerk of
the Board of Supervisors

Department: Community Services Division

Information

Request/Subject

Revised Gila/Pinal Workforce Investment Board Bylaws

Background Information

Until recently, the Gila/Pinal Workforce Investment Board (GPWIB) Bylaws hadnot been updated since October 2010.

On May 22, 2014, the GPWIB approved various revisions to its Bylaws. At that meeting, there was a suggestion that the Mission Statement be slightly revised, so it was agreed that revision would be presented to the GPWIB for approval at its next meeting on June 5, 2014.

On June 5, 2014, the GPWIB approved one additional revision to the Bylaws, specifically, the Mission Statement.

Evaluation

The revised Bylaws which have been approved by the GPWIB include a statement that any revisions to the Bylaws shall also be approved by the Boards of Supervisors of Gila and Pinal Counties.

Conclusion

The revised GPWIB Bylaws need to be presented to the Gila County Board of Supervisors for approval. They will also be presented to the Pinal County Board of Supervisors for approval.

A marked up copy of all the proposed revisions, including the most recent revision to the Mission Statement is attached to this agenda item. In addition, a final copy of the revised Bylaws is also attached

Recommendation

It is recommended that the Board of Supervisors approve the revised GPWIB Bylaws.

Suggested Motion

Approval of revisions to the Bylaws of the Gila/Pinal Workforce Investment Board.

Attachments

Revised WIB Bylaws with proposed changes

Revised WIB Bylaws - final version



Gila/Pinal Workforce Investment Board Bylaws

Proposed to Gila County Board of Supervisors on 6-24-14



Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability

BYLAWS

ARTICLE I – NAME, AREA OF SERVICE AND AUTHORIZATION

This advisory board will be known as the Gila/Pinal Workforce Investment Board (hereinafter referred to as the “GPWIB”).

The Chief Elected Officials are defined as the Gila and Pinal **Counties’** Boards of Supervisors.

The area served shall be Gila and Pinal Counties, **state** of Arizona, inclusive of all municipalities and unincorporated areas. This area shall be known as the **Local** Workforce Investment Area (**LWIA**).

The GPWIB and its committees derive their authority from the Workforce Investment Act (~~WIA~~) (hereinafter referred to as the “~~Act~~ **WIA**”), Public Law 105-220.

ARTICLE II – MISSION **STATEMENT**

~~To serve the interests of the citizens of both Gila County and Pinal County:~~

- ~~1. Enhancing existing training programs and/or developing new training programs and service delivery systems to better meet the immediate and long-term needs of the local area.~~
- ~~2. Developing job training and curricula in concert with the input and needs of existing employers and businesses, and to consider the anticipated demand for targeted job opportunities as specified by the training clusters and foundations at the local level.~~
- ~~3. Eliminating program redundancy and provide easier access to clients.~~
- ~~4. Supporting the Arizona Strategic Five Year State Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.~~

The GPWIB’s mission is to act as a catalyst for change by identifying and utilizing community resources and broad-based partnerships to improve the vitality of the economy; through the quality of the workforce; and to strengthen the business community in Gila and Pinal Counties through partnerships, education and employment opportunities to help drive economic development.

ARTICLE III – PURPOSE

The GPWIB is established in accordance with the ~~State of Arizona Workforce Investment Board~~. The GPWIB will serve the public interest by selection and oversees the funding for the sole purpose of providing youth and adults with

~~workplace experience and supporting re-engaging into the workforce in an ethical and responsible manner. The GPWIB is subject to the State of Arizona laws applicable to public bodies.~~ requirements outlined in the WIA. The GPWIB, in partnership with the Boards of Supervisors of Gila and Pinal Counties, plan and oversee the local system. Local plans are submitted for the Governor's approval. The GPWIB oversees the funding for all programs provided to eligible youth, adults and dislocated workers within the LWIA. The GPWIB designates "One-Stop" operators and identifies providers of training services, monitors system performance against established performance measures, negotiates local performance measures with the State board and the Governor, and helps develop the labor market information system.

~~The GPWIB will increase the involvement of the business community in employment and training activities and increase private sector employment opportunities through marketing and local input.~~

~~The GPWIB will encourage maximum feasible coordination of programs under the One-Stop System with related activities supported by the U. S. Department of Labor and federal, state, and local agencies.~~

~~The GPWIB will strive to meet performance standards that demonstrate an increase in employment, retention and earnings of participants, and increase occupational skill attainment by participants, which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the local, state and national economy.~~

~~The GPWIB shall facilitate and be the catalyst for training and educational services, which are responsive to the employment needs of Gila and Pinal Counties.~~

ARTICLE IV – RESPONSIBILITIES/GOALS

The ~~eight~~ **seven** functions of the ~~board~~ **GPWIB** are as follows:

1. Develop and submit a **Five** ~~(5)~~ **-Year Business Plan** to the Governor, in partnership with the Chief Elected Officials. Thus, the GPWIB is responsible for the development of a local strategic workforce plan.
2. With the agreement of the Chief Elected Officials, designate or certify One-Stop Operators and terminate the eligibility of such operators for cause; identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis, based on the recommendations of the Youth Council; identify eligible training services for adults and dislocated workers; **and** identify eligible providers for intensive services by awarding contracts if the One-Stop Operators do not provide such intensive services in the ~~local workforce area~~ **LWIA**.

3. Develop a budget for purposes of carrying out the duties of the ~~Board~~ **GPWIB**. The ~~Board~~ **GPWIB** may solicit and accept grants and donations from sources other than federal funds.
4. In partnership with the Chief Elected Officials, conduct oversight with respect to local programs of youth activities and local employment and training activities for ~~adults~~ **and** dislocated workers, and the One-Stop Delivery System in the ~~local Workforce Investment Area~~ **LWIA**.
5. Negotiate and reach agreement on local performance measures with the State of Arizona.
6. Coordinate the workforce investment activities carried out in the ~~local area~~ **LWIA** with economic development strategies and develop other employer linkages.
7. Promote the participation of private sector employers in the statewide workforce investment systems and ensure connecting brokering and coaching activities through intermediaries such as One-Stop Operators in the ~~local area~~ **LWIA** or through other organizations.

ARTICLE V – MEMBERSHIP [Public Law 105-220, section 117 (b)]

Membership

- a. **Appointment.** ~~The GPWIB shall be comprised of 51% of private business members and 49% public sector, who shall be appointed by the Gila and Pinal County Board of Supervisors. Members shall be appointed for terms of 4 years and may serve unlimited terms. The GPWIB members recommend proposed members to the Board of Supervisors for appointment. Once new members are voted on by a quorum of the GPWB, names will be submitted to the Gila or Pinal County Board of Supervisors for review, approval, and appointment of the individuals from within their respective jurisdictions. It is anticipated that the appointment by the Board of Supervisors shall take place within (60) days of the recommendation of appointment by the GPWIB. Members of the GPWIB may seek new members for the GPWIB board from businesses within Gila and Pinal County.~~
- b. **Representation.** ~~Criteria for membership will consist of no less than 30% from one county from the 51% for private business sector. Private Business Sector membership should be equally balanced between Gila and Pinal County as reasonable as possible.~~
- c. **Duties/expectations.** ~~Each members of the GPWIB will attend four board meetings per year and sit on any sub-committee board if asked by the board chairman~~

~~“Members will complete tasks assigned by the chair and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the GPWIB, including policy guidelines. Members are expected to assist each other in orientation and education related to GPWIB responsibilities.”~~

Termination

- ~~a. **Removal by the Gila/Pinal Workforce Investment Board.**— If the GPWIB determines by a majority vote that a member should be removed, the chair of the GPWIB shall report to the full GPWIB.~~
- ~~b. **Resignation.**— Resignations by members shall be submitted in writing to the GPWIB chair and announced at the next regularly scheduled meeting.~~
- ~~c. **Reasons for dismissal.**— The GPWIB chairperson may remove a member when it determines that it is in the interest of the GPWIB or the county to do so.~~

Attendance

- ~~a. All GPWIB members are expected to attend regularly scheduled meetings. More than **two** consecutive unexcused absences by any member during any 12-month period may result in removal of the member of the GPWIB. A member’s absence is unexcused if the member fails to notify county staff in advance of a meeting. A quorum of members at a regular scheduled meeting may remove the member in question~~

~~Four (4) excused absences, during a twelve (12) month period, shall also result in an Executive Committee review, at whose direction termination of membership may result.~~

- ~~b. All GPWIB members can phone into the regular scheduled board meeting via conference call. A cell phone call into a member’s phone may be used in case the conference call is not available for the meeting.~~
- ~~c. Annual Board Meeting— missing more than two unexcused absences in a 12-month period shall warrant that the board member not be invited to attend the annual board meeting. The Executive Committee will review membership on a case-by-case basis.~~

~~By regulations, the Governor of the State, in partnership with the State board, shall establish criteria for use by the Chief Elected Officials in the local areas for appointment of members of the local boards. Such criteria shall require, at a minimum, that the membership of the local board include:~~

- ~~1. Private business sector;~~
- ~~2. Local educational representatives;~~
- ~~3. Labor representatives;~~
- ~~4. Community-based organizations;~~

- ~~5. Economic development;~~
- ~~6. WIA adult, youth, dislocated worker program;~~
- ~~7. Job Corps;~~
- ~~8. Native American Programs;~~
- ~~9. Veteran's workforce programs, migrant and seasonal farm worker programs, Wagner Peyser/TAA programs;~~
- ~~10. Adult education and literacy;~~
- ~~11. Vocational rehabilitation programs; and~~
- ~~12. Senior community service employment activities.~~

~~Any GPWIB vacancy shall be filled by using the same nomination and appointment process as that for original board members. A member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office and must come from the same sector. GPWIB members who leave the sector from which they were nominated shall be replaced in the original nomination and appointment process, but may maintain their membership until a replacement has been nominated and appointed.~~

~~Three (3) consecutive absences from scheduled meetings of the full WIB shall result in an Executive Committee review, at whose direction termination of membership may result, except where a leave of absence, or an excused absence has been applied for and granted by vote of the GPWIB. Four (4) excused absences, during a twelve (12) month period, shall also result in an Executive Committee review, at whose direction termination of membership may result.~~

~~A member may be recommended for removal by a majority vote of the GPWIB. Notification will be given to governmental agencies of any action taken.~~

Representation/Criteria

The GPWIB shall be comprised of 51% of private business members and 49% public sector members, who shall be appointed by the Gila and Pinal Counties' Boards of Supervisors.

Criteria for membership will consist of no less than 30% from one county from the 51% for private business sector. Private business sector membership should be equally balanced between Gila and Pinal Counties, as reasonable as possible.

By regulations, the Governor of the State, in partnership with the State workforce investment board, shall establish criteria for use by the Chief Elected Officials in the local areas for appointment of members of the local boards. Such criteria shall require, at a minimum, that the membership of the local board include:

1. Private business sector;
2. Local educational representatives;
3. Labor representatives;
4. Community-based organizations;
5. Economic development;

6. WIA adult, youth, dislocated worker program;
7. Job Corps;
8. Native American Programs;
9. Veteran's workforce programs, migrant and seasonal farm worker programs, Wagner Peyser/TAA programs;
10. Adult education and literacy;
11. Vocational rehabilitation programs; and
12. Senior community service employment activities.

Duties/Expectations

Each member of the GPWIB is expected to attend at least four GPWIB meetings per year and may be requested by the GPWIB Chairperson to serve on a standing committee of the GPWIB.

“Members will complete tasks assigned by the GPWIB Chairperson and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the GPWIB, including policy guidelines. Members are expected to assist each other in orientation and education related to GPWIB responsibilities.”

Appointment

An application for membership on the GPWIB is presented to the GPWIB, and upon a majority vote of the GPWIB, a *recommendation* for appointment is made to the respective Board of Supervisors; those members working within or in close proximity to Pinal County are appointed by the Pinal County Board of Supervisors, and those members working within or in close proximity to Gila County are appointed by the Gila County Board of Supervisors. It is anticipated that the appointment by the Board of Supervisors shall take place within sixty days of the recommendation of appointment by the GPWIB.

Term of Office

The terms of the members shall be for four years, except for those initially appointed. Of those members initially appointed, half shall be appointed to a two year term and half shall be appointed to a four year term by each respective Board of Supervisors. Thereafter, each term shall be four years.

If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment by the Board of Supervisors for the unexpired portion of the term. The nomination process will be the same as outlined in these Bylaws under Article V - **Appointment**. The new member filling the vacancy shall represent the same sector as the outgoing member, as outlined in these Bylaws under Article V - **Representation/Criteria**, numbers 1 through 12.

Attendance

All GPWIB members are expected to attend regularly scheduled meetings. A member's absence is *unexcused* if the member fails to notify county staff in

advance of a meeting. More than **two** consecutive **unexcused** absences by any member during any 12-month period shall result in an Executive Committee review. The Executive Committee would then present a recommendation to the GPWIB with regard to removing the member. The GPWIB, by a majority vote, may remove a member from the GPWIB.

Four **excused** absences during a twelve month period shall also result in an Executive Committee review. The Executive Committee would then present a recommendation to the GPWIB with regard to removing the member.

All GPWIB members may attend the meeting in person or telephonically. A cell phone call to a member's phone may be used in case the conference call is not available for the meeting.

Termination

Resignation by members shall be submitted in writing to the GPWIB Chairman. An agenda item will be placed on the next GPWIB meeting for the GPWIB to "acknowledge" that member's resignation.

Removal of any member from the GPWIB requires a review by the Executive Committee. Should the Executive Committee determine that it is in the best interest of the GPWIB to remove a member; a recommendation for removal will be presented to the GPWIB for official action to remove the member. **Ten days' written must be provided to the member being considered for removal from the GPWIB before a recommendation for removal is placed on a GPWIB meeting agenda.**

Notification will be given to the Chief Elected Officials of any actions taken to remove a member from the GPWIB, and when any member submits a resignation.

ARTICLE VI- OFFICERS

Section 1. Chairperson

The Chairperson shall be elected by a **majority** vote of the **GPWIB**. The Chairperson shall be the Chief Officer of the GPWIB and shall preside at all meetings of the **GPWIB**. The Chairperson of the **GPWIB** shall appoint the Chairperson of standing committees **and ad hoc committees, subject to ratification by vote of the GPWIB.** The **GPWIB** Chairperson shall be responsible for carrying out the policies of the ~~Gila/Pinal~~ GPWIB. He/she is the attester to all documents containing necessary concurrences required by the Governor and/or the GPWIB recommendations deemed necessary to the Boards of Supervisors. The term of office for the Chairperson shall be two (~~2~~) years, and no one individual may hold this office for more than one (~~1~~) consecutive term unless so voted by a majority of GPWIB. In general, he/she shall perform the duties of the Chairperson pursuant to these Bylaws and procedural decisions resulting from a duly cast vote of the GPWIB. The Chairperson shall be a representative of the business community on the GPWIB.

Section 2: Vice-Chairperson

The Vice-Chairperson shall be representative of the business community on the GPWIB. The Vice Chairperson shall be nominated and elected by a majority vote of the GPWIB. He/she shall perform the duties of the Chairperson in his/her absence. The term of office for the Vice-Chairperson shall be two (2) years, and no one individual may hold this office for more than one (1) consecutive term.

Section 3: Election of Officers

Election of officers shall be held bi-annually at the regularly scheduled monthly meeting of the GPWIB prior to the end of the program year with the term of office to begin at the start of a new program year.

ARTICLE VII – COMMITTEES

~~The Chairperson of the GPWIB shall appoint the Chairpersons of the standing committees, subject to ratification by vote of the GPWIB. All standing and ad hoc committees shall function and operate at the discretion of the GPWIB and any recommendation by the standing or ad hoc committees shall be forwarded to the GPWIB for action. Any council member may raise an issue duly considered by the appropriate committee.~~

Standing Committees

The GPWIB has authority to establish standing committees in order to address specific issues. All standing committee recommendations are presented to the GPWIB for official action. All standing committees must operate according to Open Meeting Law requirements. If the GPWIB determines that a specific standing committee is no longer needed, it shall officially disband the committee. The Bylaws will thereafter be amended to remove the standing committee.

Operational, Management and Planning

~~The Operational, Management and Planning Committee shall review and discuss program and strategic planning issues and make recommendations to the GPWIB as a whole. The committee is responsible for the process of selections and training of service providers and shall review and discuss strategic planning.~~

~~The committee shall also be responsible for evaluating the effectiveness of all WIA programs and report its' findings and/or recommendations to the GPWIB.~~

The following standing committees have been established by the GPWIB:

Fiscal Committee

The Fiscal Committee shall be responsible for annual preparation and review of the WIA Allocations for the Adult, Youth, and Dislocated Worker Programs. The committee shall have the responsibility for the oversight and approval of the budget throughout the year.

Public and Community Relations Committee

~~The Public and Community Relations Committee shall be responsible for the development and implementation of marketing tools and strategies to promote the Workforce Investment Act (WIA) within Gila and Pinal Counties.~~

~~The committee shall also be responsible for the recruiting of individuals to apply for membership. Members will orientate, educate, and train new board members.~~

One-Stop Committee

~~The One-Stop Committee shall collaborated to create a unified, seamless customer friendly system of service delivery that will enhance access to programs, and ensure all core services are available in the One-Stop Center.~~

Workforce Development Committee

The Workforce Development Committee shall collaborate to create a unified, seamless customer friendly system of service delivery that will enhance access to programs, and ensure all core services are available at the One-Stop Centers.

The Workforce Development Committee shall review and discuss program and strategic planning issues and make recommendations to the GPWIB. The Committee is responsible for the process to select and train service providers.

The Workforce Development Committee shall also be responsible for evaluating the effectiveness of all WIA programs and will report its findings and/or recommendations to the GPWIB.

The Workforce Development Committee shall be responsible for the development and implementation of marketing tools and strategies to promote the WIA within Gila and Pinal Counties.

The Workforce Development Committee shall also be responsible for the recruitment of individuals to apply for membership on the GPWIB. Committee members will orientate, educate, and train new board GPWIB members.

Youth Committee

The Youth Committee shall be responsible for the development of the 5-year plan relating to youth, and will recommend providers of youth services to the GPWIB. The committee will coordinate local youth programs and initiatives.

Executive Committee

The Executive Committee shall consist of the Chairperson, the Vice-Chairperson, past Chairperson of the GPWIB and two GPWIB members appointed by the GPWIB Chairperson with the approval of the full

~~GPWIB shall call and The Executive Committee preside at all meetings of the Executive Committee.~~ **GPWIB subject to ratification by vote of the GPWIB. The Chairperson of the GPWIB shall call and The Executive Committee preside at all meetings of the Executive Committee. The GPWIB Chairperson shall serve as the Chairman of the Executive Committee.**

The Executive Committee shall meet as necessary between scheduled meetings of the entire GPWIB membership and shall be responsible for interpreting and putting into effect the decisions, policies and programs of the GPWIB. If a GPWIB meeting has been cancelled and action items are needed to continue the programs, the Executive Committee shall put into effect and vote on the action items. All actions are subject to ratification **by vote** of the ~~full~~ GPWIB at its next regularly scheduled meeting.

Ad Hoc Committee

An ad hoc committee may be ~~formed for addressing a specific use established by the GPWIB for a specific purpose with a specific time frame. After the specific issue is addressed to the GPWIB, the Committee shall be dissolved. Once the Committee has presented its findings/report to the GPWIB, the GPWIB will take official action to disband the Committee.~~ **formed for addressing a specific use established by the GPWIB for a specific purpose with a specific time frame. After the specific issue is addressed to the GPWIB, the Committee shall be dissolved. Once the Committee has presented its findings/report to the GPWIB, the GPWIB will take official action to disband the Committee.**

Standing Committee and Ad Hoc Committee Officers

The GPWIB Chairperson appoints the Chairperson of the standing committees and ad hoc committees subject to ratification by a vote of the GPWIB.

The committee Vice-Chairperson shall be elected by a majority vote of the specific standing committee or ad hoc committee.

ARTICLE VIII – MEETINGS

The GPWIB shall hold at least four (4) meetings per year on the date, time and place as may be designated by the Chairperson of the GPWIB. Special meetings of the GPWIB and its **standing committees and ad hoc committees** may be called, as needed, by the Chairperson of the GPWIB or the respective committee.

If one or more members are unable to be present in person, members may participate by telephone or video conference. The agenda should state that one or more members will participate by telephonic or video conference. **The meeting agenda will state “Members of the Gila/Pinal Workforce Investment Board will attend either in person or by telephone conference call.”** Members participating in a telephone conference shall be clearly identified in the minutes.

All meetings of the GPWIB and its **standing committees and ad hoc committees** shall be **held** in accordance with the Arizona Open Meeting Law (Arizona Revised Statutes, ~~Section 38-43~~ **Title 38-Public Officers and Employees, Chapter 3-Conduct of Office, Article 3.1-Public Meetings and Procedures**).

ARTICLE VIII IX – VOTING

Per A.R.S. § 38-231, an execute/notarized Loyalty Oath of Office must be on file with the Gila County Clerk of the Board of Supervisors Department. Members have no voting rights until they have executed and filed their Loyalty Oath.

Each member of the GPWIB shall be entitled to one (1) vote on all matters brought before the GPWIB at any scheduled meeting. Whenever these Bylaws specify that an action is to be taken by vote of the GPWIB, the approval shall be granted by a simple majority of the members present and qualified to vote at any scheduled meeting of the GPWIB at which a quorum exists.

ARTICLE IX X – CONFLICT OF INTEREST, LIABILITY COVERAGE

The GPWIB shall follow Arizona law on Conflict of Interest law as set forth in Arizona Revised Statutes, Section 38-501 following, and Section 38-447. GPWIB members shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of the GPWIB business. A potential conflict of interest exists if a GPWIB member takes any action, which would be to his/her private financial gain or loss, or to that of his/her family or employer, or any other **apparent legal conflict of interest**. **A potential conflict does not exist if the financial gain or losses affect to the same degree all people in the ~~Workforce Investment Area~~ LWIA** or a large class of people with which the member is associated. Each individual serving on the GPWIB must sign a **Conflict of Interest Statement** on an annual basis.

If a potential conflict of interest arises, the affected GPWIB member must give notice before taking action. Such disclosure of potential conflict of interest including the source of conflict will be made part of the minutes of the meeting. The affected GPWIB member must refrain from discussing and/or voting on that issue.

The GPWIB may spend such funds as are needed to protect the ~~Board~~ GPWIB and its individual members from liability incurred in the performance of their duties as members of the ~~Workforce Investment Board~~ GPWIB.

ARTICLE XI – QUORUM

A majority of the current membership of the GPWIB must be present at any meeting of the GPWIB to constitute a quorum for the transaction of any business to come before the GPWIB. A quorum, once attained, is still attained even if a member leaves early or abstains from voting.

ARTICLE XII – AMENDMENTS

~~These Bylaws may be amended by a majority of the GPWIB upon recommendation of the Bylaws, Policies and Procedures Committee. The written text of the proposed revision or revisions shall have been distributed and read at the previous regularly scheduled meeting of the GPWIB.~~

Amendments to these Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must be presented to the members of the GPWIB and approved by a vote of the GPWIB. The amended Bylaws are then presented to the Boards of Supervisors for final approval. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all GPWIB members, and Pinal and Gila Counties' Boards of Supervisors.

ARTICLE XII – POLICIES AND PROCEDURES

~~Policies and Procedures shall be established for the GPWIB, which will govern and/or provide clarification of issues such as reimbursement for meals, lodging and incidental expenses relating to travel, membership and recruitment of new members, and conflict of interest.~~

ARTICLE XIII – PARLIAMENTARY AUTHORITY

~~The Rule for Parliamentary Practice in Robert's Rules of Order newly revised shall govern all processing of the Workforce Investment Board and the Executive Committee. In the case of conflict between Robert's Rules and these Bylaws, or between Robert's Rules and a special rule adopted by the GPWIB, the Bylaws or special rule shall prevail.~~

Attachment

Conflict of Interest Statement



Gila/Pinal Workforce Investment Board Bylaws

Approved by the Gila County Board of Supervisors on 6-24-14



Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability

BYLAWS

ARTICLE I – NAME, AREA OF SERVICE AND AUTHORIZATION

This advisory board will be known as the Gila/Pinal Workforce Investment Board (hereinafter referred to as the “GPWIB”).

The Chief Elected Officials are defined as the Gila and Pinal Counties’ Boards of Supervisors.

The area served shall be Gila and Pinal Counties, state of Arizona, inclusive of all municipalities and unincorporated areas. This area shall be known as the Local Workforce Investment Area (hereinafter referred to as the “LWIA”).

The GPWIB and its committees derive their authority from the Workforce Investment Act (hereinafter referred to as the “WIA”), Public Law 105-220.

ARTICLE II – MISSION STATEMENT

The GPWIB’s mission is to act as a catalyst for change by identifying and utilizing community resources and broad-based partnerships to improve the vitality of the economy through the quality of the workforce; and to strengthen the business community in Gila and Pinal Counties through partnerships, education and employment opportunities to help drive economic development.

ARTICLE III – PURPOSE

The GPWIB is established in accordance with the requirements outlined in the WIA. The GPWIB, in partnership with the Boards of Supervisors of Gila and Pinal Counties, plan and oversee the local system. Local plans are submitted for the Governor’s approval. The GPWIB oversees the funding for all programs provided to eligible youth, adults and dislocated workers within the LWIA. The GPWIB designates “One-Stop” operators and identifies providers of training services, monitors system performance against established performance measures, negotiates local performance measures with the State board and the Governor, and helps develop the labor market information system.

ARTICLE IV – RESPONSIBILITIES/GOALS

The seven functions of the GPWIB are as follows:

1. Develop and submit a Five-Year Business Plan to the Governor, in partnership with the Chief Elected Officials. Thus, the GPWIB is responsible for the development of a local strategic workforce plan.

2. With the agreement of the Chief Elected Officials, designate or certify One-Stop Operators and terminate the eligibility of such operators for cause; identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis, based on the recommendations of the Youth Council; identify eligible training services for adults and dislocated workers; and identify eligible providers for intensive services by awarding contracts if the One-Stop Operators do not provide such intensive services in the LWIA.
3. Develop a budget for purposes of carrying out the duties of the GPWIB. The GPWIB may solicit and accept grants and donations from sources other than federal funds.
4. In partnership with the Chief Elected Officials, conduct oversight with respect to local programs of youth activities and local employment and training activities for adults and dislocated workers, and the One-Stop Delivery System in the LWIA.
5. Negotiate and reach agreement on local performance measures with the State of Arizona.
6. Coordinate the workforce investment activities carried out in the LWIA with economic development strategies and develop other employer linkages.
7. Promote the participation of private sector employers in the statewide workforce investment systems and ensure connecting brokering and coaching activities through intermediaries such as One-Stop Operators in the LWIA or through other organizations.

ARTICLE V – MEMBERSHIP [Public Law 105-220, section 117 (b)]

Representation/Criteria

The GPWIB shall be comprised of 51% of private business members and 49% public sector members, who shall be appointed by the Gila and Pinal Counties' Boards of Supervisors.

Criteria for membership will consist of no less than 30% from one county from the 51% for private business sector. Private business sector membership should be equally balanced between Gila and Pinal Counties, as reasonable as possible.

By regulations, the Governor of the State, in partnership with the State workforce investment board, shall establish criteria for use by the Chief Elected Officials in the local areas for appointment of members of the local boards. Such criteria shall require, at a minimum, that the membership of the local board include:

1. Private business sector;

2. Local educational representatives;
3. Labor representatives;
4. Community-based organizations;
5. Economic development;
6. WIA adult, youth, dislocated worker program;
7. Job Corps;
8. Native American Programs;
9. Veteran's workforce programs, migrant and seasonal farm worker programs, Wagner Peyser/TAA programs;
10. Adult education and literacy;
11. Vocational rehabilitation programs; and
12. Senior community service employment activities.

Duties/Expectations

Each member of the GPWIB is expected to attend at least four GPWIB meetings per year and may be requested by the GPWIB Chairperson to serve on a standing committee of the GPWIB.

“Members will complete tasks assigned by the GPWIB Chairperson and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the GPWIB, including policy guidelines. Members are expected to assist each other in orientation and education related to GPWIB responsibilities.”

Appointment

An application for membership on the GPWIB is presented to the GPWIB, and upon a majority vote of the GPWIB, a *recommendation* for appointment is made to the respective Board of Supervisors; those members working within or in close proximity to Pinal County are appointed by the Pinal County Board of Supervisors, and those members working within or in close proximity to Gila County are appointed by the Gila County Board of Supervisors. It is anticipated that the appointment by the Board of Supervisors shall take place within sixty days of the recommendation of appointment by the GPWIB.

Term of Office

The terms of the members shall be for four years, except for those initially appointed. Of those members initially appointed, half shall be appointed to a two year term and half shall be appointed to a four year term by each respective Board of Supervisors. Thereafter, each term shall be four years.

If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment by the Board of Supervisors for the unexpired portion of the term. The nomination process will be the same as outlined in these Bylaws under Article V - **Appointment**. The new member filling the vacancy shall represent the same sector as the outgoing member, as outlined in these Bylaws under Article V - **Representation/Criteria**, numbers 1 through 12.

Attendance

All GPWIB members are expected to attend regularly scheduled meetings. A member's absence is *unexcused* if the member fails to notify county staff in advance of a meeting. More than **two** consecutive *unexcused* absences by any member during any 12-month period shall result in an Executive Committee review. The Executive Committee would then present a recommendation to the GPWIB with regard to removing the member. The GPWIB, by a majority vote, may remove a member from the GPWIB.

Four *excused* absences during a twelve month period shall also result in an Executive Committee review. The Executive Committee would then present a recommendation to the GPWIB with regard to removing the member.

All GPWIB members may attend the meeting in person or telephonically. A cell phone call to a member's phone may be used in case the conference call is not available for the meeting.

Termination

Resignation by members shall be submitted in writing to the GPWIB Chairman. An agenda item will be placed on the next GPWIB meeting for the GPWIB to "acknowledge" that member's resignation.

Removal of any member from the GPWIB requires a review by the Executive Committee. Should the Executive Committee determine that it is in the best interest of the GPWIB to remove a member; a recommendation for removal will be presented to the GPWIB for official action to remove the member. **Ten days' written must be provided to the member being considered for removal from the GPWIB before a recommendation for removal is placed on a GPWIB meeting agenda.**

Notification will be given to the Chief Elected Officials of any actions taken to remove a member from the GPWIB, and when any member submits a resignation.

ARTICLE VI – OFFICERS

Chairperson

The Chairperson shall be elected by a majority vote of the GPWIB. The Chairperson shall be the Chief Officer of the GPWIB and shall preside at all meetings of the GPWIB. The Chairperson of the GPWIB shall appoint the Chairperson of standing committees and ad hoc committees, subject to ratification by vote of the GPWIB. The GPWIB Chairperson shall be responsible for carrying out the policies of the GPWIB. He/she is the attester to all documents containing necessary concurrences required by the Governor and/or the GPWIB recommendations deemed necessary to the Boards of Supervisors. The term of office for the Chairperson shall be two years, and no one individual may hold this office for more than one consecutive term unless so voted by a majority of

GPWIB. In general, he/she shall perform the duties of the Chairperson pursuant to these Bylaws and procedural decisions resulting from a duly cast vote of the GPWIB. The Chairperson shall be a representative of the business community on the GPWIB.

Vice-Chairperson

The Vice-Chairperson shall be representative of the business community on the GPWIB. The Vice Chairperson shall be nominated and elected by a majority vote of the GPWIB. He/she shall perform the duties of the Chairperson in his/her absence. The term of office for the Vice-Chairperson shall be two years, and no one individual may hold this office for more than one consecutive term.

Election of Officers

Election of officers shall be held bi-annually at the regularly scheduled monthly meeting of the GPWIB prior to the end of the program year with the term of office to begin at the start of a new program year.

ARTICLE VII – COMMITTEES

Standing Committees

The GPWIB has authority to establish standing committees in order to address specific issues. All standing committee recommendations are presented to the GPWIB for official action. All standing committees must operate according to Open Meeting Law requirements. If the GPWIB determines that a specific standing committee is no longer needed, it shall officially disband the committee. The Bylaws will thereafter be amended to remove the standing committee.

The following standing committees have been established by the GPWIB:

Fiscal Committee

The Fiscal Committee shall be responsible for annual preparation and review of the WIA Allocations for the Adult, Youth, and Dislocated Worker Programs. The committee shall have the responsibility for the oversight and approval of the budget throughout the year.

Workforce Development Committee

The Workforce Development Committee shall collaborate to create a unified, seamless customer friendly system of service delivery that will enhance access to programs, and ensure all core services are available at the One-Stop Centers.

The Workforce Development Committee shall review and discuss program and strategic planning issues and make recommendations to the GPWIB. The Committee is responsible for the process to select and train service providers.

The Workforce Development Committee shall also be responsible for evaluating the effectiveness of all WIA programs and will report its findings and/or recommendations to the GPWIB.

The Workforce Development Committee shall be responsible for the development and implementation of marketing tools and strategies to promote the WIA within Gila and Pinal Counties.

The Workforce Development Committee shall also be responsible for the recruitment of individuals to apply for membership on the GPWIB. Committee members will orientate, educate, and train new GPWIB members.

Youth Committee

The Youth Committee shall be responsible for the development of the 5-year plan relating to youth, and will recommend providers of youth services to the GPWIB. The committee will coordinate local youth programs and initiatives.

Executive Committee

The Executive Committee shall consist of the Chairperson, Vice-Chairperson, past Chairperson of the GPWIB and two GPWIB members appointed by the GPWIB Chairperson subject to ratification by vote of the GPWIB. The GPWIB Chairperson shall serve as the Chairman of the Executive Committee.

The Executive Committee shall meet as necessary between scheduled meetings of the entire GPWIB membership and shall be responsible for interpreting and putting into effect the decisions, policies and programs of the GPWIB. If a GPWIB meeting has been cancelled and action items are needed to continue the programs, the Executive Committee shall put into effect and vote on the action items. All actions are subject to ratification by vote of the GPWIB at its next regularly scheduled meeting.

Ad Hoc Committee

An ad hoc committee may be established by the GPWIB for a specific purpose with a specific time frame. Once the Committee has presented its findings/report to the GPWIB, the GPWIB will take official action to disband the Committee.

Standing Committee and Ad Hoc Committee Officers

The GPWIB Chairperson appoints the Chairperson of the standing committees and ad hoc committees subject to ratification by a vote of the GPWIB.

The committee Vice-Chairperson shall be elected by a majority vote of the specific standing committee or ad hoc committee.

ARTICLE VIII – MEETINGS

The GPWIB shall hold at least four meetings per year on the date, time and place as may be designated by the Chairperson of the GPWIB. Special meetings of the GPWIB and its standing committees and ad hoc committees may be called, as needed, by the Chairperson of the GPWIB or the respective committee.

If one or more members are unable to be present in person, members may participate by telephone or video conference. The agenda should state that one or more members will participate by telephonic or video conference. The meeting agenda will state “Members of the Gila/Pinal Workforce Investment Board will attend either in person or by telephone conference call.” Members participating in a telephone conference shall be clearly identified in the minutes.

All meetings of the GPWIB and its standing committees and ad hoc committees shall be held in accordance with the Arizona Open Meeting Law (Arizona Revised Statutes, Title 38-Public Officers and Employees, Chapter 3-Conduct of Office, Article 3.1-Public Meetings and Procedures).

ARTICLE IX – VOTING

Per A.R.S. § 38-231, an executed/notarized Loyalty Oath of Office must be on file with the Gila County Clerk of the Board of Supervisors Department. Members have no voting rights until they have executed and filed their Loyalty Oath.

Each member of the GPWIB shall be entitled to one (1) vote on all matters brought before the GPWIB at any scheduled meeting. Whenever these Bylaws specify that an action is to be taken by vote of the GPWIB, the approval shall be granted by a simple majority of the members present and qualified to vote at any scheduled meeting of the GPWIB at which a quorum exists.

ARTICLE X – CONFLICT OF INTEREST, LIABILITY COVERAGE

The GPWIB shall follow Arizona law on Conflict of Interest law as set forth in Arizona Revised Statutes, Section 38-501 following, and Section 38-447. GPWIB members shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of the GPWIB business. A potential conflict of interest exists if a GPWIB member takes any action, which would be to his/her private financial gain or loss, or to that of his/her family or employer, or any other apparent legal conflict of interest. A potential conflict does not exist if the financial gain or losses affect to the same degree all people in the LWIA or a large class of people with which the member is associated. Each individual serving on the GPWIB must sign a **Conflict of Interest Statement** on an annual basis.

If a potential conflict of interest arises, the affected GPWIB member must give notice before taking action. Such disclosure of potential conflict of interest

including the source of conflict will be made part of the minutes of the meeting. The affected GPWIB member must refrain from discussing and/or voting on that issue.

The GPWIB may spend such funds as are needed to protect the GPWIB and its individual members from liability incurred in the performance of their duties as members of the GPWIB.

ARTICLE XI – QUORUM

A majority of the current membership of the GPWIB must be present at any meeting of the GPWIB to constitute a quorum for the transaction of any business to come before the GPWIB. A quorum, once attained, is still attained even if a member leaves early or abstains from voting.

ARTICLE XII – AMENDMENTS

Amendments to these Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must be presented to the members of the GPWIB and approved by a vote of the GPWIB. The amended Bylaws are then presented to the Boards of Supervisors for final approval. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all GPWIB members, and Pinal and Gila Counties' Boards of Supervisors.

ARF-2583

Consent Agenda Item 5. G.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Malissa Buzan, Community Services Division Director

Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** WIA Department

Fiscal Year: Program 2013 **Budgeted?:** Yes

Contract Dates July 1, 2014 - June 30, **Grant?:** Yes

Begin & End: 2015

Matching No **Fund?:** Replacement

Requirement?:

Information

Request/Subject

Amendment No. 4 to Contract No. Gila 10101 with Central Arizona College.

Background Information

On June 19, 2012, the Board of Supervisors approved Contract No. Gila 10101.

On March 19, 2013, the Board of Supervisors approved Amendment No. 1 to said contract.

On August 19, 2013, the Board of Supervisors approved Amendment No. 2 to said contract.

On December 17, 2013, the Board of Supervisors approved Amendment No. 3 to said contract.

Evaluation

Central Arizona College shall provide employment and training services to Workforce Investment Act Title 1 eligible youth in Gila and Pinal counties. These services will be provided in accordance with federal and state regulations.

The youth contract is being extended to July 1, 2014, through June 30, 2015.

Additional carryover funds have been added to include the following:

Total additional funds include: Youth Program Year 2013 carryover funds-\$590,000; and Youth Program 2014-\$842,587 for a total amount of \$1,432,587.

The total number of participants to serve including carryover is 172.

Conclusion

Amendment No. 4 to Contract No. Gila 10101 includes carryover funds in the amount of \$590,000.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve Amendment No. 4 to Contract No. Gila 10101.

Suggested Motion

Approval of Amendment No. 4 to Contract No. Gila 10101 between Gila County and Central Arizona College for Program Year 2014, to add carryover funds in the amount of \$590,000 bringing the total contract amount to \$1,432,587, and to extend the contract period to July 1, 2014, through June 30, 2015.

Attachments

Amendment No. 4 Contract No. 10101 CAC

Amendment No. 3 Contract No. 10101 CAC

Amendment No. 2 Contract No. 10101 CAC

Amendment No. 1 Contract No. 10101 CAC

Original Contract Gila 10101 CAC

Legal Explanation

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA COLLEGE PROGRAM YEAR 2012 WORKFORCE INVESTMENT ACT

1. CONTRACTOR <i>(Name and address)</i> Central Arizona College 8470 North Overfield Road Coolidge, Az 85128-9030	2. CONTRACT ID NUMBER Gila 10101
	3. AMENDMENT NUMBER 04

Section 3.

Paragraph 1 – Term of Agreement

Add the following after Sentence 1.

This Contract has been extended from July 1, 2014 through June 30, 2015.

Section 5. Manner of Financing – Compensation.

Paragraph 1 – Add the following after sentence 1.

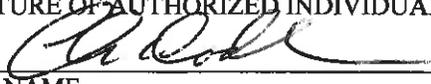
Additional Funds have been added to include the following funds for Program Year 2014.

Additional Carryover Funds have been added to include the following:

Total Additional Funds include:	Youth Program Year 2013 Approximate Carryover	\$590,000.00
	Youth Program Year 2014	<u>\$842,587.00</u>
	Total Youth	\$1,432,587.00

Total number of participants to serve, including carry over, is 172.

3. 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. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona College	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Chris Wodka	TYPED NAME Michael A. Pastor
TITLE Vice President, Finance and Administration	TITLE Chairman of the Board of Supervisors
DATE June 3, 2014	DATE

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 ENTITY.

Attest:

Approve as to form:

Marian Sheppard
Clerk

Bryan B. Chambers
Deputy Attorney Principal

Date

Date

CONTRACT AMENDMENT

**BETWEEN GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT**

1. CONTRACTOR <i>(Name and address)</i> Central Arizona College 8470 N. Overfield Road Coolidge, AZ 85128	2. CONTRACT ID NUMBER Gila 10101 3. AMENDMENT NUMBER 03
--	--

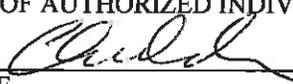
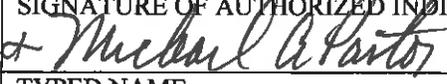
Section 3.

Section 5. Manner of Financing – Compensation.
Paragraph 1 – Add the following:

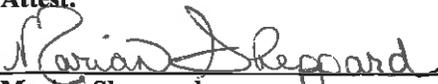
Additional Funds have been added to include Carryover funds for Program Year 2012.

Total Additional Funds include: Program Year 2012 \$374,050.00 (Carryover)
 Program Year 2013 \$673,403.00
 Total Contract \$1,047,453.00

3. 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. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona College	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Chris Wodka	TYPED NAME Michael A. Pastor
TITLE Vice President of Finance and Administrative Services	TITLE Chairman of the Gila County Board of Supervisors
DATE November 4, 2013	DATE 12-17-2013

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 ENTITY.

Attest:

 Marian Sheppard
 Clerk
12-17-2013
 Date

Approve as to form:

 Bryan B. Chambers
 Deputy Attorney Principal
12-17-2013
 Date

CONTRACT AMENDMENT

**BETWEEN GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT**

1. CONTRACTOR (<i>Name and address</i>) Central Arizona College 8470 N. Overfield Road Coolidge, AZ 85128	2. CONTRACT ID NUMBER Gila 10101
	3. AMENDMENT NUMBER 02

Section 3.

Paragraph 1- Term of Agreement

Add the following after Sentence 1.

This Contract has been extended from July 1, 2013 through June 30, 2014.

Section 5. Manner of Financing – Compensation.

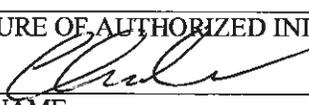
Paragraph 1 – Add the following after Sentence 1.

Additional Funds have been added to include the following funds for Program Year 2013.

Total Additional Funds include: Program Year 2013 - \$673,403.00

Total number of Participants (including carryover) to be served are 160.

3. 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. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona College	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Chris Wodka	TYPED NAME Michael A. Pastor
TITLE Vice President of Finance and Administration	TITLE Chairman of the Gila County Board of Supervisors
DATE July 23, 2013	DATE 8-19-2013

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 ENTITY.

Attest:


Marian Sheppard

Clerk of the Board

8-19-2013
Date

Approve as to form:


Bryan B. Chambers

Deputy Attorney Principal

8-19-2013
Date

CONTRACT AMENDMENT

**BETWEEN GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT**

1. CONTRACTOR (Name and address) Central Arizona College 8470 N. Overfield Road Coolidge, AZ 85128	2. CONTRACT ID NUMBER Gila 10101 3. AMENDMENT NUMBER 01
---	--

Section 5. Manner of Financing – Compensation is amended to read:

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified shall be \$630,336.00 for Program Year 2012 and Program Year 2011 carryover of \$144,883.00.

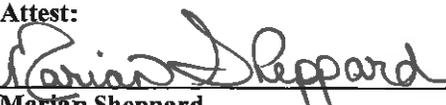
Youth Program Year 2011 Carryover	\$144,883.00
Youth Program Year 2012	\$630,336.00
Youth Total	\$775,219.00

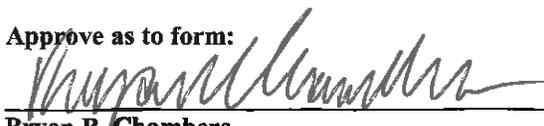
Total number of Participants to be served including carryover is 172.

3. 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. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona College	5. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Chris Wodka	TYPED NAME Michael A. Pastor
TITLE Vice President of Finance & Administrative Services	TITLE Chairman Gila County Board of Supervisors
DATE January 30, 2013	DATE March 19, 2013

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 ENTITY.

Attest:

Marian Sheppard
Chief Deputy Clerk

Approve as to form:

Bryan B. Chambers
Deputy Attorney Principal

**CONTRACT BETWEEN
GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012**

Contract is between Gila County and Central Arizona College (Contractor).

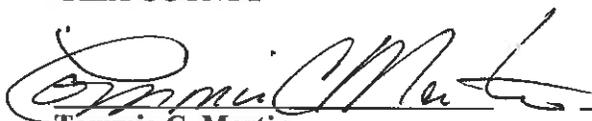
WHEREAS, Central Arizona College shall provide employment and training services to Workforce Investment Act Title 1 eligible youth in Gila and Pinal Counties in the amount of \$630,336.00 for Program Year 2012 – July 1, 2012 – June 2013; and

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona College agrees to abide by all terms and condition sets forth in this Contract.

**FOR AND ON BEHALF OF
GILA COUNTY**

FOR AND ON BEHALF OF CONTRACTOR



**Tommie C. Martin
Chairman, Gila County Board
of Supervisors**



**Central Arizona College
Chris Wodka
Vice President of Finance & Administration**

6/19/12
Date

7/1/12
Date

Contract #: Gila 10101

APPROVED AS TO FORM



Gila County Attorney

6-26-12
Date

1. GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT

- a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
- b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
- c. Eliminate program redundancy and provide easier access to clients.
- d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. PARTIES

This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona College called the "Contractor".

3. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2012 through June 30, 2013 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

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

It is mutually agreed however that, prior to the termination of the contract, reasonable efforts shall be made to discuss options for preserving this contract, including amendments if necessary. Gila County reserves the right to terminate the Contract in whole or in part at any time, when in the best interest of Gila County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Gila County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Gila County upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4. PURPOSE OF CONTRACT

Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. MANNER OF FINANCING – COMPENSATION

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be \$630,336.00.

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

7. RECISSION OF FUNDS

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the Gila County may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current period(s) of time.
3. Decrease the required amount of funds from a designated future period(s) of time.

8. SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to youth, as appropriate to meet the individuals needs, may include any of the following:

- a. **Youth Services** will be provide to WIA Title 1B eligible youth, ages 14-21 who are either in-school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include; tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. RESPONSIBILITIES

Gila County and the Contractor agree as follows:

The Contractor shall: provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA 1B funding.

10. CONFIDENTIALITY

The Contractor shall observe and abide by all applicable State and Federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extend permitted by law, the Contractor shall release information to Gila County, ADES, and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Youth) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
- c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
- e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- g. The Arizona Civil Rights Act;
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, 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 which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

- a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- c. That it will comply with the confidentiality requirements of Section 136(f)(3).
- d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
- e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
 1. General Administrative Requirements:
 - 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
 - 29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
 2. Assurances and Certifications:
 - SF 424 B – Assurances for Non-construction Programs
 - 29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
 - CFR part 93 – Certification Regarding Lobbying (and regulation)
 - 29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 3. Special Clauses/Provisions:
 - Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
- i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- k. That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
 1. That the LWIB will meet a minimum of four times per year, or once each quarter.
- m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
 - 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 1 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient 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 recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

- a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

- a. Contractor shall submit a budget for the Youth Programs prior to start of program.
- b. Monthly invoices for compensation earned and costs incurred
- c. Monthly report of enrollments and participant activity changes
- d. Monthly reports of fiscal and program performance
- e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date

- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor must complete a "WIA Pre-Approval of Equipment & Vehicles over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

- a. Federal Requirements (applicable if Federal funds are involved):

If Contractor is a state or local government or non-profit organization which expends \$500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000 but less than \$500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual audit requirement.

- b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of \$100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving \$50,000 to \$100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. **Additional County Requirements:**

Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The Policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
- b. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.
- c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
- d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

- a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
- b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
 - (i) Change the purpose of the Contract;
 - (ii) Increase or decrease the compensation provided for in the Contract;
 - (iii) Change the term of the Contract;
 - (iv) Change the scope of assurances of the Contract;
 - (v) Change any section of the Contract other than the Scope of Work/Services or budget;
 - (vi) Any change that is not a minor amendment as described below.
- b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and 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 indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission 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.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)

33. ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163,89State.871).

34. COPELAND "ANTI-KICKBACK" ACT

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act *18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction of repair.

35. DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

36. COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

37. DEBT COLLECTION & AUDIT RESOLUTION

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- a. The Contractor is responsible for all funds under its grant(s);
- b. The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

38. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the

immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

39. SCRUTINIZED BUSINESS

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 operation in Sudan.

40. E-VERIFY

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

41. 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."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

42. ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm 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.

43. CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2576

Consent Agenda Item 5. H.

Regular BOS Meeting

Meeting Date: 06/24/2014

Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** WIA Department

Fiscal Year: Program 2013 **Budgeted?:** Yes

Contract Dates July 1, 2014 - June 30, **Grant?:** Yes

Begin & End: 2015

Matching No **Fund?:** Replacement

Requirement?:

Information

Request/Subject

Amendment No. 4 to Contract No. Gila 10102 with Central Arizona Governments.

Background Information

On July 17, 2012, the Board of Supervisors approved Contract No. Gila 10102 which allowed Central Arizona Governments (CAG) to provide Workforce Investment Act services to the Gila/Pinal Workforce Investment Area from July 1, 2012, to December 31, 2012, and to allow adult carryover funds to be utilized.

On January 22, 2013, the Board of Supervisors approved Amendment No. 1 to said contract.

On August 19, 2013, the Board of Supervisors approved Amendment No. 2 to said contract.

On November 19, 2013, the Board of Supervisors approved Amendment No 3 to said contract.

Evaluation

Central Arizona Governments shall provide employment and training services to Workforce Investment Act eligible adults in Gila and Pinal counties. These services will be provided in accordance with federal and state regulations.

The adult contract is being extended to July 1, 2014, through June 30, 2015.

Additional funds have been added to include Fiscal Year 2014 carryover as follows:

Adult Fiscal Year 2014 approximate carryover-\$400,000; Adult Program Year 2014-\$66,652; and Adult Fiscal Year 2015-\$806,927 for a total amount of \$1,273,579.00.

The total number of participants to be served including carryover is 196.

Conclusion

Amendment No. 4 to Contract No. Gila 10102 includes carryover funds in the amount of \$400,000.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve Amendment No. 4 to Contract No. Gila 10102.

Suggested Motion

Approval of Amendment No. 4 to Contract No. Gila 10102 between Gila County and Central Arizona Governments for Program Year 2014 to add carryover funds to provide Workforce Investment Act Adult Services in the amount of \$400,000 bringing the total contract amount to \$1,273,579, and to extend the contract period to July 1, 2014, through June 30, 2015.

Attachments

Amendment No. 4 Gila 10102 CAAG

Amendment No. 3 Gila 10102 CAAG

Amendment No. 2 Gila 10102 CAAG

Amendment No. 1 Gila 10102 CAAG

Original Contract Gila 10102 CAAG

Legal Explanation

CONTRACT AMENDMENT

**BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT**

1. CONTRACTOR (Name and address) Central Arizona Governments 1075 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10102 3. AMENDMENT NUMBER 04
---	--

Section 3.
 Paragraph 1 – Term of Agreement
 Add the following after Sentence 1.
 This Contract has been extended from July 1, 2014 through June 30, 2015.

Section 5. Manner of Financing – Compensation.
 Paragraph 1 – Add the following after sentence 1.
 Additional Funds have been added to include the following funds for Program Year 2014 and Fiscal Year 2015.

Total Additional Funds include:	Adult Fiscal Year 2014 Approximate Carryover	\$400,000.00
	Adult Program Year 2014	\$66,652.00
	Adult Fiscal Year 2015	<u>\$806,927.00</u>
	Total	\$1,273,579.00

The total number of participants to be served, including carryover, is 196.

3. 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. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Governments	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Ken Hall	TYPED NAME Michael A. Pastor
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE 6/4/14	DATE

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 ENTITY.

Attest:

Approve as to form:

 Marian Sheppard
 Clerk

 Bryan B. Chambers
 Deputy Attorney Principal

 Date

 Date

CONTRACT AMENDMENT
BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT

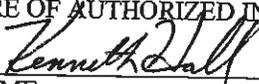
1. CONTRACTOR (Name and address) Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10102
	3. AMENDMENT NUMBER 03

Section 5. Manner of Financing – Compensation.
Paragraph 1 – Add the following:

Additional Carryover Funds have been added to include the following:

Total Additional Funds include:	Fiscal Year 2013	\$373,133.00 (Carryover)
	Program Year 2013	\$ 18,524.00
	Fiscal Year 2014	\$703,927.00
	Total	\$1,095,584.00

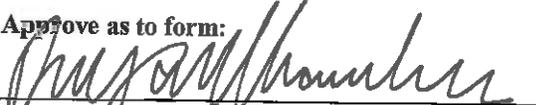
3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Association of Governments	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Kenneth Hall	TYPED NAME Michael A. Pastor
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE October 8, 2013	DATE 11-19-2013

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 ENTITY.

Attest:

Marian Sheppard
Clerk
11-19-2013
Date

Approve as to form:

Bryan B. Chambers
Deputy Attorney Principal
11-19-13
Date

CONTRACT AMENDMENT

**BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT**

1. CONTRACTOR (Name and address) Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10102 3. AMENDMENT NUMBER 02
--	--

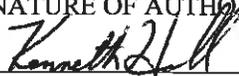
Section 3.
Paragraph 1- Term of Agreement
Add the following after Sentence 1.
This Contract has been extended from July 1, 2013 through June 30, 2014.

Section 5. Manner of Financing – Compensation.
Paragraph 1 – Add the following after Sentence 1.
Additional Funds have been added to include the following funds for Program Year 2013 and Fiscal Year 2014.

Total Additional Funds include: Program Year 2013 - \$ 18,524.00
Fiscal Year 2014 - \$703,927.00
Total - \$722,451.00

Total number of Participants (including carryover) to be served are 196.

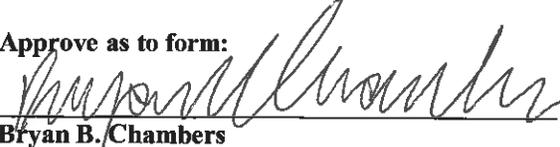
3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Association of Governments	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Kenneth Hall	TYPED NAME Michael A. Pastor
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE 7/19/2013	DATE 8-19-2013

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 ENTITY.

Attest:

Marian Sheppard
Clerk of the Board
8-19-2013
Date

Approve as to form:

Bryan B. Chambers
Deputy Attorney Principal
8-19-2013
Date

**CONTRACT BETWEEN
GILA COUNTY AND
CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS**

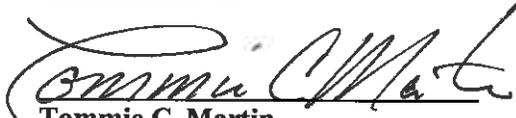
Contract is between Gila County and Central Arizona Association of Governments (Contractor).

WHEREAS, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults in Gila and Pinal Counties in the amount of \$347,351 for the period July 1, 2012 – December 31, 2012 for Program Year 2012; and adult carryover funds not to exceed the total Fiscal Year 2012 allocation of \$578,705;

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona Association of Governments agrees to abide by all terms and condition sets forth in this Contract.

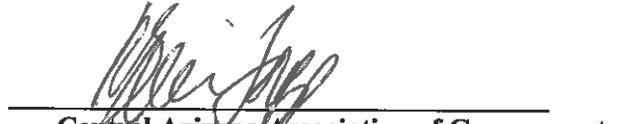
**FOR AND ON BEHALF OF
GILA COUNTY**


Tommie C. Martin
Chairman, Gila County Board
of Supervisors

Date

7/17/12

FOR AND ON BEHALF OF CONTRACTOR

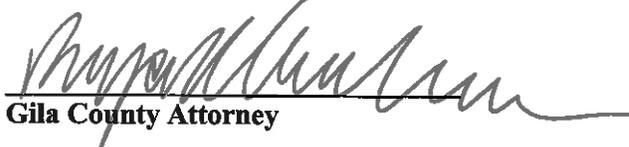

Central Arizona Association of Governments

Date

7/9/2012

Contract #: Gila 10102

APPROVED AS TO FORM


for Gila County Attorney

Date

7 17 2012

1. GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT

- a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
- b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
- c. Eliminate program redundancy and provide easier access to clients.
- d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. PARTIES

This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona Association of Governments called the "Contractor".

3. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2012 through December 31, 2012 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

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

It is mutually agreed however that, prior to the termination of the contract, reasonable efforts shall be made to discuss options for preserving this contract, including amendments if necessary. Gila County reserves the right to terminate the Contract in whole or in part at any time, when in the best interest of Gila County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Gila County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Gila County upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4. PURPOSE OF CONTRACT

Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Adults, throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. MANNER OF FINANCING – COMPENSATION

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be \$347,351 for Program Year 2012/Fiscal Year 2013 and shall not exceed the total allocation of \$578,705 for Fiscal Year 2012.

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

7. RECISSION OF FUNDS

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the Gila County may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current periods(s) of time.
3. Decrease the required amount of funds from a designated future period(s) of time.

8. SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to adults, as appropriate to meet the individuals needs, may include any of the following:

- a. **Core Services** – determination of WIA eligibility; outreach, intake and orientation to the One-Stop system; initial assessment of skill levels, aptitudes, abilities, and support service needs; job search and placement of performance information and program costs on eligible providers of training services; information on local performance; information on availability of supportive services in the local area and referrals as appropriate; information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial and assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.
- b. **Intensive Services** – comprehensive and specialized assessment of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.
- c. **Training Services** – occupational skills training; on-the-job training; programs combining workplace with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. RESPONSIBILITIES

Gila County and the Contractor agree as follows:

The Contractor shall: provide Workforce Investment Act (WIA) Title 1B services to eligible Adult throughout the designated Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor

does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA 1B funding.

10. CONFIDENTIALITY

The Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Gila County, ADES, and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Adult) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, or national origin.
- c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;

- e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- g. The Arizona Civil Rights Act;
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, 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 which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

- a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- c. That it will comply with the confidentiality requirements of Section 136(f)(3).
- d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
- e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
 - 1. General Administrative Requirements:
 - 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
 - 29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
 - 2. Assurances and Certifications:
 - SF 424 B – Assurances for Non-construction Programs
 - 29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
 - CFR part 93 – Certification Regarding Lobbying (and regulation)
 - 29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 - 3. Special Clauses/Provisions:
 - Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
- i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- k. That it will meet the regulatory requirements to procure adult services by a competitive process as outlined in the WIA regulations and State Procurement Guidelines.
- l. That the LWIB will meet a minimum of four times per year, or once each quarter.
- m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 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 1 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient 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 recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

- a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

- a. Contractor shall submit a budget for the Adult Program prior to start of program.
- b. Monthly invoices for compensation earned and costs incurred
- c. Monthly report of enrollments and participant activity changes
- d. Monthly reports of fiscal and program performance
- e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the

three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor must complete a "WIA Pre-Approval of Equipment & Vehicles over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

- a. Federal Requirements (applicable if Federal funds are involved):
If Contractor is a state or local government or non-profit organization which expends \$500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000 but less than \$500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual audit requirement.

- b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of \$100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving \$50,000 to \$100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. **Additional County Requirements:**

Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Commercial General Liability – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The Policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
-----------------------	-----------

Employers’ Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:
- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
 - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
 - d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

- a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
- b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
 - (i) Change the purpose of the Contract;
 - (ii) Increase or decrease the compensation provided for in the Contract;
 - (iii) Change the term of the Contract;
 - (iv) Change the scope of assurances of the Contract;
 - (v) Change any section of the Contract other than the Scope of Work/Services or budget;
 - (vi) Any change that is not a minor amendment as described below.
- b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and 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 indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission 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.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)

33. ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163,89State.871).

34. COPELAND "ANTI-KICKBAC" ACT

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act *18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction of repair.

35. DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

36. COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

37. DEBET COLLECTION & AUDIT RESOLUTION

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- a. The Contractor is responsible for all funds under its grant(s);
- b. The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

38. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

39. SCRUTINIZED BUSINESS

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 operation in Sudan.

40. E-VERIFY

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

41. 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."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

42. ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Firm 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.

43. CANCELLATION

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2591

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 06/24/2014
Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department: Community Services Division
Division: Comm. Action Program/Housing Servs.
Fiscal Year: 2014-2015
Budgeted?: No
Contract Dates Begin & End: July 1, 2014 - June 30, 2015
Grant?: No
Matching Requirement?: No
Fund?: Renewal

Information

Request/Subject

Amendment No. 4 for Weatherization Low-Income Assistance Agreement No. LW-ESA-12-2182-02Y4.

Background Information

On July 17, 2012, the Board of Supervisors approved the Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y2.

On December 4, 2012, the Board of Supervisors approved Amendment No. 1 to a Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y2.

On July 16, 2013, the Board of Supervisors approved Amendment No. 2 to Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y3. On this amendment, the last two digits of the contract number change to "Y3."

On January 7, 2014, the Board of Supervisors approved Amendment No. 3 to Weatherization Low-Income Assistance Agreement OEP Contract No. LW-ESA-12-2182-02Y3.

On Amendment No. 4, the last 2 digits of the contract number have been changed to "Y4."

Evaluation

This amendment provides a new contract award amount for the fourth year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2014, through June 30, 2015.

Amendment No. 4 also amends this contract to provide up to \$99,692 as a reimbursement ceiling for FY15, inclusive of administrative and program funds.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

Conclusion

By the Board of Supervisors approving this amendment, the Gila County Weatherization Program will receive funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 4 to a Weatherization Low-Income Assistance Agreement (Contract No. LW-ESA-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy and Gila County amending the contract to provide up to \$99,692 to be used to provide weatherization services to eligible citizens residing in Gila County for the period of July 1, 2014, to June 30, 2015.

Attachments

Amendment No. 4 to LW-ESA-12-2182-02Y4

Amendment No. 3 to LW-ESA-12-2182-02Y3

Amendment No. 2 to LW-ESA-12-2182-02Y3

Amendment No. 1 to LW-ESA-12-2182-02Y2 OEP

Contract LW-ESA-12-2182-OEP

Legal Explanation

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

This section must be completed for any awards greater than or equal to \$25,000

Name of Entity Receiving Award	Gila County Community Services Division		
Amount of Award	\$99,692.00		
Funding Agency	State of Arizona, Governor's Office of Energy Policy		
CFDA number	81.042		
Award Title	Department of Energy Weatherization		
Location: City	Globe	State	AZ
Zip Code Plus Four	85501-4430	Congressional District	1

DUNS number	02407139
Brief Description of Program:	Weatherization Services

- 1) Is 80% or more of annual gross revenues from Federal awards? Yes No
- 2) Do you receive \$25 million or more annually from Federal awards? Yes No

If you answered Yes to both questions, you must provide the following:

Names and Total Compensation of Top Five paid executives:

1#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
2#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
3#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
4#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
5#: Name	<input type="text"/>	Total Compensation	<input type="text"/>

For Governor's Office Staff Only

Contract Start Date	<input type="text"/>	Contract #	<input type="text"/>
---------------------	----------------------	------------	----------------------

AMENDMENT # 3
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y3

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXV, AMENDMENTS OR MODIFICATIONS**, the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$118,159 as a reimbursement ceiling for FY14, inclusive of carryover and previous amendments. The contract cumulative amount provided for reimbursement for the entire contract length totals \$290,782.37

Section VI, REGULATION REQUIREMENTS

The following paragraph shall replace section VI(C) in its entirety:

- C. The average cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$4,500 using LIHEAP program funds from July 1, 2012 through September 30, 2013. Effective October 1, 2013, the average cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$6,000 using LIHEAP program funds.

Section VII, PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

The following paragraph, VII(B)(2) shall be deleted in its entirety:

B. (2) Income Eligibility

Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ("SSI"), are automatically eligible for Weatherization assistance.

Section IX, PRIOR WRITTEN APPROVAL REQUIREMENTS

The following first sentence shall replace IX(1) in its entirety:

- 1. No program vehicles or equipment may be purchased with LIHEAP funds.

The following third sentence shall replace IX(3) in its entirety:

- 3. Any Grantor and/or DOE sponsored Weatherization trainings, Program sessions, or workshops charged to the Weatherization Program that exceed \$500 in costs must receive prior approval. The Grantee must submit the Training and Technical Assistance form provided by the Grantor to obtain prior permission.

The following sixth sentence shall replace IX(6) in its entirety:

6. Weatherization of all rental properties of five (5) or more units.

The following sentence shall added as the eleventh sentence under IX(11) in its entirety:

11. Weatherization trainings, Program sessions, or workshops not sponsored by the Grantor or DOE and charged to the Weatherization Program must receive prior approval. The Grantee must submit the Training and Technical Assistance form provided by the Grantor to obtain prior permission.

Section XIV, CLIENT FILE REQUIREMENTS

The following first paragraph under D., Rental Properties shall replace the first paragraph in its entirety:

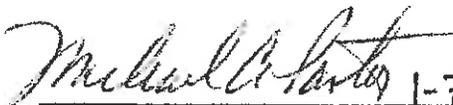
- D. Rental properties may be weatherized under the terms of this AGREEMENT. Prior written approval is required by the OEP for all rental properties of five (5) or more units. Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

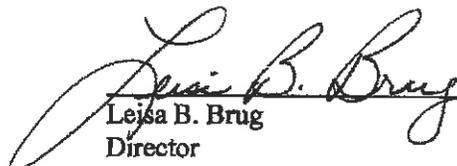
In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

**GOVERNOR'S OFFICE OF
ENERGY POLICY**



Michael A. Pastor 1-7-14
Chairman, Gila County Board Date
of Supervisors

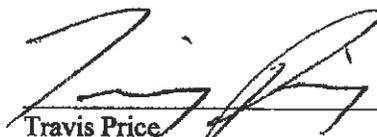


Leisa B. Brug 11/24/13
Director Date

Approved as to form:



Bryan B. Chambers 1-7-14 Date
Deputy Attorney Principal



Travis Price 1/26/13 Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 2
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y3

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXV, AMENDMENTS OR MODIFICATIONS**, the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

Section II, TERM OF CONTRACT

This amendment provides a new contract award amount for the third year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2013 through June 30, 2014.

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$105,626 in additional funding available for reimbursement. This funding shall be allocated so that \$100,067 is used for program operations with \$5,559 used for administrative costs in the Low-Income Home Energy Assistance Program (LIHEAP) through June 30, 2014. The \$105,626, in addition to the initial contract amount of \$108,719.65 and the Amendment No. 1 amount of \$74,120.72, brings the contract total amount to \$288,466.37.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

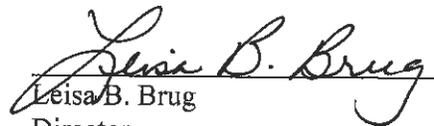
In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY



Michael A. Pastor Date
Chairman 7-16-13

GOVERNOR'S OFFICE OF ENERGY POLICY



Leisa B. Brug Date
Director 6-7-13



Travis Price Date
Compliance Finance and Procurement Manager 6/14/13
Office of the Governor

ATTEST:



Date: 7-16-2013

Marian E. Sheppard
Clerk of the Board

Approved as to form:



Date: 7-16-2013

Bryan B. Chambers
Deputy Attorney Principal

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section XXV, AMENDMENTS OR MODIFICATIONS, the following section of the above referenced Weatherization Low-Income Assistance Agreement is hereby amended as follows:

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$74,120.72 in additional funding available for reimbursement. This funding shall be used solely for Program Operations in the Low-Income Home Energy Assistance Program (LIHEAP) through June 30, 2013. The \$74,120.72, in addition to the initial funding provided for reimbursement of \$108,719.65, brings the contract total amount to \$182,840.37.

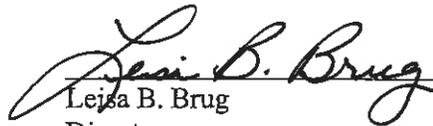
Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

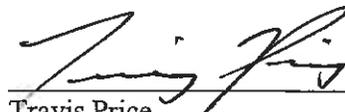
**GOVERNOR'S OFFICE OF
ENERGY POLICY**


Board of Supervisors Date 12/4/12
Chairman


Leisa B. Brug Date 10-24-12
Director

Printed Name Tommie C. Martin

Chief Deputy County Attorney


Travis Price Date 10/26/12
Compliance Finance and Procurement Manager
Office of the Governor


Signature Date 12/4/12

Printed Name Bryan B. Chambers

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

**STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY**

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the State of Arizona, Governor's Office of Energy Policy ("OEP"), located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007, and Gila County, Office of Community Services ("Contractor"), located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Health and Human Services (HHS) Low-Income Home Energy Assistance Program ("LIHEAP"), authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended (Pub. L. No. 97-35, as amended and codified at 42 U.S.C. 8621-8629) passed through the OEP from the Arizona Department of Economic Security (DES) through an Interagency Service Agreement dated June 24, 2011.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

II. TERM OF CONTRACT

The effective date of this AGREEMENT is July 1, 2012 upon signature by both parties and continue through June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

A. The total LIHEAP budget for this AGREEMENT shall not exceed **\$108,719.65**.

- B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. **SCOPE OF WORK**

A. **GENERAL REQUIREMENTS**

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

B. **SPECIFIC REQUIREMENTS**

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. **METHOD OF PAYMENT**

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.

2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.

3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting LIHEAP funds during the term of the AGREEMENT.

4. The Contractor shall submit to the OEP no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

5. Reimbursement

- a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

OEP CONTRACT NO. LW-ESA-12-2182-02Y2

- *Completed/Submitted Jobs listing attached* (Attach list)
- *Completed/Submitted Jobs listing sent via email to ebillings@az.gov* (Send list by email to Evelyn Billings)
- *No Completed/Submitted jobs this month* (No list is required)

b. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. REPORTS

1. Weatherization Program Database Website
 - a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.
 - b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.
2. List of Client Jobs
 - a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:
 - *Completed/Submitted Job listing attached*
 - *Completed/Submitted Job listing sent via email to ebillings@az.gov*
 - b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:
 - *No Completed/Submitted jobs this month*
3. Financial Report Form
 - a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.
4. Monthly Detailed Expense Financial Reports
 - a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.
5. Report Submittal Requirements
 - a) The Payment Request Form and Financial Report Form shall be mailed to

the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

c) Final reports shall be submitted no later than July 26, 2013.

E. **SUBMITTAL ADDRESS**

All Payment Request Forms and Report Forms must be directed to:

**Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007**

F. **SERVICE TERRITORY**

Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt.440, and the OEP, in conjunction with the Arizona Department of Economic Security.

B. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

C. The average cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$4,500.00 using LIHEAP program funds.

VI. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. **Eligible Population and Certification of Eligibility**

Contractor is responsible to follow the current DES LIHEAP Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. **Income Eligibility**

1. Income level is determined by DES for LIHEAP qualification in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI), are automatically eligible for Weatherization assistance.

C. **Priority**

Priority shall be given to identifying and providing weatherization assistance to the following households:

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VIII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over \$4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

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

XI. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: <http://www.azenergy.gov/HistoricPreservation.aspx>. Additional

information is also available at the U.S. Department of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html.

XII. INVENTORY

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of \$500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

- A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.
- B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.
- C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. DUNS/CCR

The Contractor is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; and proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the AGREEMENT. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.bpn.gov/ccr/default.aspx>.

XVI. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252), the Contractor is required to provide information, as applicable, in Exhibit C, incorporated by reference and attached. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov

XVII. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

XVII. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XIX. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XX. FUND MANAGEMENT:

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

XXI. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XXII. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXIII. INSURANCE REQUIREMENTS

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

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

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

liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker’s Compensation and Employers’ Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator, 1700 West Washington, Suite 250, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this AGREEMENT must be in effect at or prior to commencement of work under this AGREEMENT and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this AGREEMENT, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 250, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

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

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

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

XXIV. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXV. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal amendment.

XXVI. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXVII. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVIII. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXIX. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXX. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXXI. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXXII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXIII. CANCELLATION FOR CONFLICT OF INTEREST

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 AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

XXXIV. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXV. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXVI. TERMINATION:

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXVII. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XXXIX. PROGRAM REVIEW AND SITE VISITS

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XL. RIGHTS IN DATA

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XLI. HEALTH & SAFETY

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XLII. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. 651-678).

XLIII. ENTIRE AGREEMENT

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XLV. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. E-VERIFY REQUIREMENT

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vqnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

XLVI. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVIII. ATTORNEY FEES

In any litigation arising out of this Agreement, each party shall bear all of its own attorneys' fees.

XLIX. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:

Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

If to the OEP:

The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, AZ 85007

Contractual/Financial Contact

Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Contractual/Financial Contact

Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact

Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

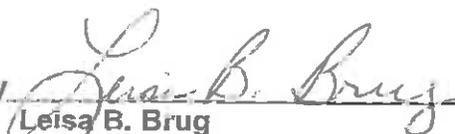
Program/Technical Contact

OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

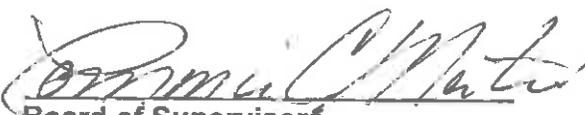
By 
Leisa B. Brug
Director
Or Authorized Signatory

Date: 10/22/12


Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

Date: 9/20/12

GILA COUNTY


Board of Supervisors
Chairman
Tommie C. Martin
Printed name

Date: 7/17/12

Chief Deputy County Attorney


Signature _____ Date _____
Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
LIHEAP Weatherization Program Budget	
OEP Contract Number LW-ESA-12-2182-02Y2	LIHEAP TOTAL BUDGET
Contract term to 6-30-2013	
1. Administration Costs	\$5,656.66
2. Program Operations	\$103,062.99
Budget Total	\$108,719.65

EXHIBIT B

**WEATHERIZATION
PROGRAM REQUIREMENTS**

**JULY 1, 2012
EDITION**

Index

INSTALLATION MEASURES	1
ENERGY AUDIT PROCEDURE	1
COST EFFECTIVENESS PROCEDURE	1
CLIMATE ZONES	2
FUEL SWITCHING	2
DOE Approved Priority Lists	2
Assumptions for Block Houses:.....	3
Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)	3
Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista).....	4
Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)	5
Assumptions for Frame Built Houses:	7
Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix).....	7
Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista).....	8
Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff).....	10
Mobile Home Assumptions:	12
Zone 2 MH (Phoenix, Yuma)	12
Zone 3 MH (Safford, Sierra Vista)	13
Zone 4 & 5 MH (Prescott, Flagstaff)	15
GENERAL WASTE HEAT ITEMS.....	16
COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES.....	18
HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY	19
INSULATION STANDARDS.....	21
RENEWABLES.....	22
FINAL INSPECTION REQUIREMENTS.....	22
HEALTH AND SAFETY PLAN.....	23
Deferrals.....	34
REFRIGERATOR REPLACEMENT POLICY	35

INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.

The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.

The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.

A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.

A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.

The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.

Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measure that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be met in addition to any other measures for which the REM Design is being conducted for.

The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.

Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.

Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

CLIMATE ZONES

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009 and can be found at <http://energycode.pnl.gov/EnergyCodeReqs/?state=Arizona>

FUEL SWITCHING

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

DOE Approved Priority Lists

Current Priority list was approved by DOE in September 2011

A computer audit is required if:

There are potential cost-effective energy upgrades to the house that are not listed on the priority list

There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.

Energy related incidental repairs of more than \$100 are included with the energy upgrades.

It is expected that if a site specific computer audit is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measure and that the savings to investment report is run ranking all measures by SIR from greatest return to lowest.

Assumptions for Block Houses:

Pre and Post blower door = 2000 CFM @ 50 Pa

Uninsulated block walls U-value = 0.371

1000 Square Feet

15% Glazing

Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$45
Gas	\$25
Electric Heat Pump	\$25

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Solar Screens

- a. Not to exceed \$5.00 per square foot

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$400
Electric Heat Pump	\$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install heat pump water heater
 - a. If there is an existing electric water heat
 - b. Cost not to exceed \$1900
 - c. Existing System $EF \leq 0.90$
 - d. $EF \geq 2.4$
 - e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
 - f. 4 or more residents

Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$70
Gas	\$45
Electric Heat Pump	\$45

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$400

5. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install low-e storm windows on East, West and North facing windows.
- If existing windows are single pane, aluminum windows.
 - Emissivity <+0.22
 - Cost of storm windows not to exceed \$15.00/ square foot

Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$125
Gas	\$70
Electric Heat Pump	\$70

2. Attic insulation to R-38

- If R-19 or less existing

3. CFLs

- If existing lighting is incandescent bulb in use for 2 hours per day or more
- Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$425

5. Install heat pump water heater

- If there is an existing electric water heat
- Cost not to exceed \$1900
- Existing System EF<=0.90
- EF >= 2.4

- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install low-e storm windows on East, West and North facing windows.
- d. If existing windows are single pane, aluminum windows.
 - e. Emissivity <+0.22
 - f. Cost of storm windows not to exceed \$15.00/ square foot

Assumptions for Frame Built Houses:

- 1500 Square Feet
- No attic insulation
- No wall insulation (uninsulated 2X4 stud wall)
- Windows starting at U=0.90 SHGC = 0.65
- Windows are 15% of wall surface area
- Pre and Post blower door = 2000 CFM @ 50 Pa

Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$45
Gas	\$25
Electric Heat Pump	\$25

2. Attic Insulation to R-30

- a. If R-19 or less in attic

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Solar Screen

- a. Not to exceed \$5.00 per square foot

5. Dense Pack Side Wall Insulation

- a. Wall insulation not to exceed \$2.50 per square foot

6. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$380
Electric Heat Pump	\$370

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$75
Gas	\$45
Electric Heat Pump	\$45

2. Attic Insulation to R-30

- a. If R-19 or less in attic

3. Dense Pack Side Wall Insulation

- b. Not to exceed \$2.50 per square foot

4. CFLs

- c. If existing lighting is incandescent bulb in use for 2 hours per day or more
- d. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$375

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on East, West and North facing windows.

- g. If existing windows are single pane, aluminum windows.
- h. Emissivity $< +0.22$
- i. Cost of storm windows not to exceed \$15.00/ square foot

Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$120
Gas	\$70
Electric Heat Pump	\$70

2. Attic Insulation to R-38

- a. If R-19 or less in attic

3. Dense Pack Side Wall Insulation

- b. Not to exceed \$2.50 per square foot

4. CFLs

- c. If existing lighting is incandescent bulb in use for 2 hours per day or more
- d. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$425

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on East, West and North facing windows.
- j. If existing windows are single pane, aluminum windows.
 - k. Emissivity <+0.22
 - l. Cost of storm windows not to exceed \$15.00/ square foot

Mobile Home Assumptions:

Gas Price: \$1.19/Therm (From Southwest Gas Website)

Electricity Price: \$0.11/kWh (EIA)

Propane Price: \$2.60/gal.

Existing Aluminum Window: U = 1.13 SHGC = 0.80

Replacement Window: U = 0.30 SHGC = 0.30

Existing Component Insulation:

Ceiling Insulation: 1 inch of fiberglass (assembly R = 4.6)

Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab

Belly Insulation: Wings: 1 inch rigid board

Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly R= 7.4)

Zone 2 MH (Phoenix, Yuma)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$25
Electric Heat Pump	\$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$180
Electric Heat Pump	\$250

3. Mobile Home Roof Insulation

a. If less than R-19

b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

a. If existing lights are incandescent and on 2 hours or more a day

b. Limit of 8 CFLs per client

6. Solar Screens

a. Cost not to exceed \$5.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install heat pump water heater

- g. If there is an existing electric water heat
- h. Cost not to exceed \$1900
- i. EF >= 2.4
- j. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- k. 4 or more residents

Zone 3 MH (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Gas	\$45
Electric Heat Pump	\$45

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$230
Electric Heat Pump	\$275

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Install heat pump water heater
 - a. If there is an existing electric water heat
 - b. Cost not to exceed \$1900
 - c. EF \geq 2.4
 - d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
 - e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on the East, West and North facing windows.
 - a. If existing windows are single pane, aluminum windows
 - b. Emissivity \leq 0.22
 - c. Cost of storm windows not to exceed \$15.00/ square foot

Zone 4 & 5 MH (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$70
Electric Heat Pump	\$70

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$425
Electric Heat Pump	\$425

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1700
- c. EF >= 2.4
- d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- e. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on the East, West and North facing windows.

- a. If existing windows are single pane, aluminum windows

- b. Emissivity ≤ 0.22
- c. Cost of storm windows not to exceed \$15.00/ square foot

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Low-flow Showerhead- Minimum 1 plumbing permitted
Faucet Aerator- Minimum 1 plumbing permitted
Weather-stripping
Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit)
Furnace or Cooling Filters (up to a one-year supply)
Door Sweep
Pipe Insulation (If applicable)
Set Back Thermostat

Total cost of LCNC should not exceed \$250 of total house cost.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling

The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling

The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

Possible cost effective envelope sealing: Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

Combustion appliance zone testing: The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

Testing Procedure

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE**. If a test is not performed, documentation must be provided in all cases stating the rationale for not following the testing procedure.

1. Initial air leakage and room pressure tests

Duct repair

Envelope air sealing

Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.

- A. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of -3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of -3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**

Perform zonal pressures and record the results.

Perform initial Whole House CFM50 Test and record the results.

Perform Pressure Pan Test and record initial pressure difference.

- F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

Duct repair can only be performed under the supervision of a trained technician.

In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

The Health and Safety Policy must be followed at all times.

Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).

- D. After initial duct repair is performed, evaluate if additional duct repair is possible.

E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

All duct repairs must be completed before envelope air sealing.

Envelope air sealing can only be performed under the supervision of a trained technician.

In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

- D. The Health and Safety Policy must be followed at all times.

E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.

F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).

- G. Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

All duct repair and air sealing must be completed before room pressure balancing.

Room pressure balancing can only be performed under the supervision of a trained technician.

In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.

The Health and Safety Policy must be followed at all times.

Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.

Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.

Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if additional pressure balancing is needed.

Once pressure balancing is completed, repeat room pressure tests and record results.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests

Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.

For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests

Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	-2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks

Tests for possible cracked heat exchanger must be performed on all systems possible.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement

Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Sizing and Installing HVAC Equipment

Minimum HVAC efficiencies:

AC: 13 SEER

Heat Pump: 13 SEER and 7.7 HSPF

Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
 - Refrigerant charge shall be installed per the manufacturer's specifications.
 - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems

All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines. All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.

- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques

Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.
- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

All new ductwork will be a minimum of R-8.

Duct sealing materials shall have both excellent cohesive and adhesive qualities.

Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.

- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.

Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.

Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.

Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.

Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.

Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.

Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.

Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.

Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.

Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.

Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.

Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility

Cost Effectiveness

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statutes (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in written a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be met and how they plan to address conducting the final inspections. This letter must be submitted annually at time of contract.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:

Costs are reasonable as determined by DOE in accordance with this approved Master Plan;

The actions must be taken to effectively perform weatherization; or

The actions are necessary as a result of weatherization work.

Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs.

Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding \$2000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12)

Crew and client H&S issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any Health & Safety issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided

with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

Air Conditioning and Heating Safety

“Red tagged”, inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and a the vast difference in elevation changes from a few hundred feet above sea level to more than 7000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder- Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

Heating Systems

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the \$2000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case by case basis under the following conditions outlined: Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.

Pictures of the old water heater are to be on file at subgrantee's office.

Information and explanation on appropriate use and maintenance are to be provided to client after installation. Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).

Biologicals and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

Building Structure and Roofing

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

Code Compliance

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where "red tagged" health and safety conditions exist that cannot be corrected under this guidance should be deferred.

Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is required by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup it would be allowed

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.

Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.

Testing natural draft appliances for draft and spillage under worst case conditions before and after air sealing.

Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.

Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?

Where the need for excavating equipment is brought

Installing gutters on more than half the home

An area more than 40 square feet where dirt is required to be moved

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.

Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

Fire Hazards

Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails

Workers must take all reasonable precautions against performing work on homes that will subject workers or

occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable)

Lead Based Paint

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right". The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers on site on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

- Wear a tight fitting respirator and disposable coveralls.
- Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
- Spray water on disturbed areas to minimize dust.
- Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
- Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation that is on file at each agency verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right". The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

Mold and Moisture

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability of the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically that was done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

- An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.

·Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

The clients must be provided with a disclaimer on mold and moisture awareness.

Occupational Safety and Health Administration (OSHA) and Crew Safety

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

Classroom Training.

Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training. OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction

To find in-person training conducted by an authorized OSHA Outreach Trainer:

- a. See www.OutreachTrainers.org to find outreach trainers and/or their schedules

We can send you lists of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.

b. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html

c. The OSHA Consultation office in your area may offer it, see www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceed 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

Radon

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likeliness of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

Refrigerant

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.

2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.

Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

a. Dangers of CO and smoke.

b. How to operate and reset the CO and smoke alarms.

c. How to read the CO alarm if there is a digital display.

d. How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise)

The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.

If these symptoms are present shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.

e. How to change the batteries of CO and smoke alarms.

3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.

4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:

The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and

No attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.

5. On average no more than two smoke alarms will be installed in home unless a permit is pulled and code compliance for the municipality the home is located in states differently

:6. If the home has an attached garage or carport a smoke and CO detector are required to be installed if none are present

7. If the home is all electric with no attached garage or carport only smoke alarms are needed

8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufactures recommendations, be type ABC, UL listed, ≤ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO₂, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http://www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Ventilation

The State of Arizona will be implementing ASHRAE 62.2 to the fullest extent possible as required by DOE WPN 12-1. Arizona will be implementing the ASHRAE standard in the following phases.

Phase 1 will consist training which will be conducted by the Southwest Building Science Technical Center this will be completed by August 2012. Training is to include knowledge of ASHRAE 62.2, how to calculate needed ventilation rates, and installation of necessary ventilation equipment.

Phase 2 will consist of installation and technical assistance from OEP field staff. Full Implementation will be required by June 30, 2013.

Window and Door Replacement, Window Guards

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants if budget permits

Deferrals

Deferrals, and/or "walkaways" are processed accordingly:

- a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.
- b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.
- c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.
- d. The service provider must document all referrals to other programs or services in the client file.
- e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

Client Education

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

REFRIGERATOR REPLACEMENT POLICY

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

METERING REQUIREMENTS

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

New refrigerators shall:
Not exceed the size of the replaced unit.
Have a minimum 1-year warranty.

INSTALLATION

The electrical outlet shall:
Provide the voltage specified on the ID plate of the new refrigerator.
Be properly grounded and/or protected with a properly functioning GFCI device.
Be located within reach of the refrigerator without the use of an extension cord.
Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:
Deliver and install the new refrigerator.
Level the unit to ensure proper operation.
Ensure that door hinges are on the appropriate side.
Instruct the customer on refrigerator operation.
Deliver warranties and operating manuals to the customer.
Set temperature controls appropriately.

DISPOSAL

The contractor shall:
Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.

Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
Remove all packing materials from the customer's premises.

REPORTING

The sub-grantee shall record the following information for both the existing and replacement refrigerators:

Manufacturer (for years available)

Brand

Year of manufacture

Model number

Type (e.g., side-by-side, top freezer)

Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
Provide saving to Investment Ratio for the replacement refrigerator.

WRITTEN AUTHORIZATION

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

EXHIBIT C

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements
Public Law 109-282; 31 U.S.C. 6101

This section must be completed for any awards greater than or equal to \$25,000

Name of Entity Receiving Award	Gila County Office of Community Services		
Amount of Award	\$108,719.65		
Funding Agency	State of Arizona, Governor's Office of Energy Policy		
CFDA number	81.042		
Award Title	Weatherization Low-Income Home Energy Assistance Program		
Location: City	Globe	State	AZ
		Congressional District	1
DUNS number	02407139		

1) Is 80% or more of annual gross revenues from Federal awards? Yes No

2) Do you receive \$25 million or more annually from Federal awards? Yes No

If you answered Yes to both questions, you must provide the following:

Names and Total Compensation of Top Five paid executives:

1#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
2#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
3#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
4#: Name	<input type="text"/>	Total Compensation	<input type="text"/>
5#: Name	<input type="text"/>	Total Compensation	<input type="text"/>



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2599

Consent Agenda Item 5. J.

Regular BOS Meeting

Meeting Date: 06/24/2014
Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department: Community Services Division **Division:** Comm. Action Program/Housing Servs.
Fiscal Year: 2014-2015 **Budgeted?:** Yes
Contract Dates Begin & End: July 1, 2014 -June 30, 2015 **Grant?:** Yes
Matching Requirement?: No **Fund?:** Replacement

Information

Request/Subject

Amendment No. 10 to an Intergovernmental Agreement Contract No. DE111073001 with Arizona Department of Economic Security.

Background Information

Contract No. DE111073001 was approved by the Board of Supervisors on July 6, 2010.

Amendment No. 1 was approved by the Board of Supervisors on May 3, 2011.
Amendment No. 2 was approved by the Board of Supervisors on June 7, 2011.
Amendment No. 3 was approved by the Board of Supervisors on November 15, 2011.
Amendment No. 4 was approved by the Board of Supervisors on June 26, 2012.
Amendment No. 5 was approved by the Board of Supervisors on August 7, 2012.
Amendment No. 6 was approved by the Board of Supervisors on November 13, 2012.
Amendment No. 7 was approved by the Board of Supervisors on January 22, 2013.
Amendment No. 8 was approved by the Board of Supervisors on June 25, 2013.
Amendment No. 9 was approved by the Board of Supervisors on October 22, 2013.

Evaluation

Case Management - This type of service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self sufficiency. Components of this service include short-term crisis services, utility assistance services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

Community Services - The primary objectives of this type service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; and the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient.

Amendment No. 10 to Contract No. DE111073001 will provide funding for the contract period beginning July 1, 2014, through June 30, 2015.

The reimbursement ceiling for the service for Case Management is \$319,381. The reimbursement ceiling for the service for Community Services is \$150,000. The cumulative reimbursement ceiling for the contract period July 1, 2010, to June 30, 2015, is increased to \$2,789,074.13.

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

Conclusion

Amendment No. 10 will provide funding which will be used to provide Case Management and Community Services to eligible citizens residing in Gila County.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 10 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action/Housing Services, to provide funding in the amount of \$319,381 for the service of Case Management and \$150,000 for the service of Community Services, to be used to provide assistance to eligible citizens residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.

Attachments

Amendment No. 10 Contract DE111073001 DES

Amendment No. 9 Contract DE111073001

Amendment No. 8 Contract DE111073001

Amendment No. 7 Contract DE111073001

Amendment No. 6 Contract DE111073001

Amendment No. 5 Contract DE111073001

Amendment No. 4 Contract DE111073001

Amendment No. 3 Contract DE111073001

Amendment No. 2 Contract DE111073001

Amendment No.1 Contract DE111073001

Original Contract No. DE111073001 DES

Legal Explanation



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

Form with sections for Contractor Information, Contract ID, Amendment Number, and signature blocks for Arizona Department of Economic Security and Arizona Attorney General's Office.

**GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2015**

CONTRACTOR	CONTRACT #	COUNTY	SVC	FUND SOURCE	COST TYPE	2015 AWARD	ADJ 1	ADJ 2	ADJ 3	ADJ 4	REVISED 2015 AWARD	COMMENTS
GILA COUNTY	DE1-11073-001	GILA	CMG-CAP	LIHEAP	A	9,695.00	(8,570.00)				1,125.00	5/12 Moved \$8,570 to Vouchers
				LIHEAP	V	140,541.00	8,570.00				149,111.00	5/12 Received \$8,570 from Admin
				LIHEAP A16	A	9,876.00	-				9,876.00	ACTV 3397
				LLVG	V	-	-				-	-
				NHN	V	316.00	-				316.00	-
				QWEST	A	905.00	-				905.00	-
				SSBGLP	A	8,048.00	-				8,048.00	-
				TANF	A	150,000.00	(30,000.00)				120,000.00	5/12 Moved \$30,000 to Vouchers
				TANF	V	-	30,000.00				30,000.00	5/12 Received \$30,000 from Admin
				CMT-A Total		319,381.00	-	-	-	-	319,381.00	-
			CSV-CAP	CSBG	A	150,000.00	(40,000.00)				110,000.00	5/12 Moved \$40,000 to Vouchers
				CSBG	V	-	40,000.00				40,000.00	5/12 Received \$40,000 from Admin
				CSBG	CFA	-	-				-	-
				CSV-B Total		150,000.00	-	-	-	-	150,000.00	-
				Contract Total		469,381.00	-	-	-	-	469,381.00	-

ITEMIZED SERVICE BUDGET
Gila County Community Services

CONTRACT SERVICE: Case Management (CMG-CAP)
Contract Period: 07/01/2014 - 06/30/2015

Attachment A

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Divisional Fiscal Manager	\$43,160	\$ 21,580	\$ 18,398
1	1.00	Senior Accounting Clerk	\$34,549	\$ 17,275	\$ 17,275
1	1.00	Case Manager	\$30,534	\$ 15,267	\$ 15,267
1	1.00	Case Manager	\$29,786	\$ 14,893	\$ 14,893
1	1.00	Clerk	\$22,152	\$ 11,076	\$ 11,076
TOTAL PERSONNEL				\$ 80,091	\$ 76,909

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	\$80,091 * 46.9241%	\$ 37,582	\$ 28,492
FICA			
Workman's Comp			
Retirement			
TOTAL EMPLOYEE RELATED EXPENSES		\$ 37,582	\$ 28,492

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$ -	\$ -

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 4,500
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Mem	\$ 2,500	\$ 1,625
TOTAL TRAVEL		\$ 8,500	\$ 6,125

5.

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

6. **EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL EQUIPMENT		\$ -	\$ -

7. **MATERIALS & SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$200 per month x 5 FTE's x 12 months	\$ 12,000	\$ 4,505
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,500
TOTAL MATERIALS AND SUPPLIES		\$ 15,000	\$ 6,005

8. **OPERATING SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	\$1000 for training sessions for 4 FTE's (includes hotel, registration)	\$ 4,000	\$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	\$ 1,500	\$ 1,500
Local Fax, 800 Line, Phone Line & Service	\$2,000 x 12 months	\$ 24,000	\$ 6,285
Maintenance, Leases Agreements & Memberships/Dues		\$ 29,500	\$ 11,785
TOTAL OPERATING EXPENSES		\$ 29,500	\$ 11,785

9. **INDIRECT COSTS**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS		\$ -	\$ -

10. SUBTOTAL ADMIN COSTS		\$ 191,949	\$ 139,954
---------------------------------	--	-------------------	-------------------

11. **VOUCHERS**

ITEM	BASIS	TOTAL COST	DES COST
LIHEAP		\$ 149,111	\$ 149,111
LIHCON		\$ -	\$ -
LLVG		\$ -	\$ -
NHN		\$ 316	\$ 316
TANF		\$ 30,000	\$ 30,000
TOTAL VOUCHERS		\$ 179,427	\$ 179,427

12.	TOTAL SERVICE COST/DES TOTAL COST:	\$ 371,376	\$ 319,381
------------	---	-------------------	-------------------

REVENUE SOURCES:

DES Case Mgt.	\$ 319,381	\$ 319,381
Gila County	\$ 51,995	
TOTAL REVENUE:	\$ 371,376	\$ 319,381

5/12/2014

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Contract Period: 07/01/2014 - 06/30/2015

Attachment B

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE	
				COST	DES COST
1	1.00	Community Services Director	\$80,020	\$ 40,010	\$ 18,243
1	1.00	Senior Accounting Clerk	\$34,549	\$ 17,275	\$ 7,601
1	1.00	Divisional Fiscal Manager	\$43,160	\$ 21,580	\$ 11,940
1	1.00	Divisional Special Projects	\$32,560	\$ 16,280	\$ 7,163
1	1.00	Divisional Assistant	\$39,125	\$ 19,563	\$ 8,608
1	1.00	Case Manager	\$30,534	\$ 15,267	\$ 6,717
1	1.00	Case Manager	\$29,786	\$ 14,893	\$ 6,553
1	1.00	Clerk	\$22,152	\$ 11,076	\$ 4,873
TOTAL PERSONNEL				\$ 155,944	\$ 71,698

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	\$155,944 * 31.3445%	\$ 48,880	\$ 31,180
FICA			
Workman's Comp			
Retirement			
TOTAL EMPLOYEE RELATED EXPENSES		\$ 48,880	\$ 31,180

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$ -	\$ -

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 2,298
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$ 2,500	\$ 1,250
TOTAL TRAVEL		\$ 8,500	\$ 3,548

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL SPACE		\$ -	\$ -

6. EQUIPMENT				
	ITEM	BASIS	TOTAL COST	DES COST
N/A			\$ -	\$ -
	TOTAL EQUIPMENT		\$ -	\$ -

7. MATERIALS & SUPPLIES				
	ITEM	BASIS	TOTAL COST	DES COST
N/A			\$ -	\$ -
	TOTAL MATERIALS AND SUPPLIES		\$ -	\$ -

8. OPERATING SERVICES				
	ITEM	BASIS	TOTAL COST	DES COST
N/A			\$ -	\$ -
	TOTAL OPERATING EXPENSES		\$ -	\$ -

9. INDIRECT COSTS				
	ITEM	BASIS	TOTAL COST	DES COST
	Indirect Costs to Gila County	5% of Salary base \$71,567 @100%	\$ 3,574	\$ 3,574
	TOTAL INDIRECT COSTS		\$ 3,574	\$ 3,574

10.	SUBTOTAL ADMIN COST		\$ 216,898	\$ 110,000
------------	----------------------------	--	-------------------	-------------------

11. VOUCHERS				
	ITEM	BASIS	TOTAL COST	DES COST
	Vouchers - Direct Client Services	Average \$500 x 80 households	\$ 40,000	\$ 40,000
	TOTAL VOUCHERS		\$ 40,000	\$ 40,000

12.	TOTAL SERVICE COST/DES TOTAL COST:		\$ 256,898	\$ 150,000
------------	---	--	-------------------	-------------------

REVENUE SOURCES:

DES CSV	\$ 150,000	\$ 150,000
Gila County	\$ 106,898	
TOTAL REVENUE:	\$ 256,898	\$ 150,000



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501		2. CONTRACT ID NUMBER DE111073001
		3. AMENDMENT NUMBER Nine (9)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to: Funding for the contract period July 1, 2013 through June 30, 2014: The reimbursement ceiling for the service Case Management is increased from \$328,344 to \$341,542. This is an increase of \$13,198. The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$161,400. This is an increase of \$1,400. The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$2,319,693.13. Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached. Delete and Replace: The <u>Background Checks for Employment through Central Registry</u> section located in the DES Special Terms and Conditions is replaced in its entirety with the following, effective immediately.		
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.		
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Community Services Division	
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Francine Whittington</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Michael A. Pastor</i>	
TYPED NAME Francine Whittington	TYPED NAME Michael A. Pastor	
TITLE Manager - Contract Administration Unit	TITLE Chairman, Gila County Board of Supervisors	
DATE 11/29/13	DATE 10-22-2013	
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		APPROVED AS TO FORM:
BY: <i>Kim L. Smith</i>	BY: <i>Bryan B. Chambers</i>	
ASSISTANT ATTORNEY GENERAL	Bryan B. Chambers, Deputy Attorney Principal	
DATE: 11-21-13	DATE: 10-22-2013	

16.0 Background Checks for Employment through the Central Registry

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

- 16.1 The provision of A.R.S 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a contractor;
 3. A subcontractor of a contractor and the subcontractor's employees; and
 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 16.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background is located at: <https://www.azdes.gov/opac>

DE111073001
Amendment # 9, page 3

Scope of Work, section 10.3.7, is replaced in its entirety with the following, effective October 1, 2013, complete the Self-Sufficiency Matrix for all case managed households in which a member of the household is 18 to 59 years of age, not disabled and not a full-time student, and is:

- Unemployed and seeking earned income; or
- Employed and seeking to reduce barriers to maintain earned income; or
- Employed and seeking increased earned income and/or employment benefits.

The results of the Self-Sufficiency Matrix shall be reported in Results Oriented Management and Accountability (ROMA), National Performance Indicators (NPI's), goal one.

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP)

Contract Period: 07/01/2013 - 06/30/2014

Attachment A

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Monthly Salary for the Contract Period	TOTAL SERVICE COST	
				COST	DES COST
1	1.00	Divisional Fiscal Manager	\$53,893	\$ 26,947	\$ 26,947
1	1.00	Divisional Accountant	\$34,649	\$ 17,275	\$ 17,275
1	1.00	Case Manager	\$30,534	\$ 15,267	\$ 15,267
1	1.00	Case Manager	\$32,094	\$ 16,047	\$ 16,047
1	1.00	Clerk	\$22,152	\$ 11,076	\$ 11,076
TOTAL PERSONNEL				\$ 86,612	\$ 86,612

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	\$86,612 * 43.338%	\$ 37,536	\$ 27,706
FICA			
Workman's Comp			
Retirement			
TOTAL EMPLOYEE RELATED EXPENSES		\$ 37,536	\$ 27,706

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$ -	\$ -

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	\$700 per month x 12 months	\$ 8,400	\$ 6,300
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Mem	\$ 2,500	\$ 1,625
TOTAL TRAVEL		\$ 10,900	\$ 7,925

ITEM	BASIS	TOTAL COST	DES COST
Rent - Globe Office	Rent \$1,673 monthly X 12 months (included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 600
TOTAL SPACE		\$ 21,276	\$ 10,638

6. **EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
N/A			
TOTAL EQUIPMENT		\$ -	\$ -

7. **MATERIALS & SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$200 per month x 5 FTE's x 12 months	\$ 12,000	\$ 4,487
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,500
TOTAL MATERIALS AND SUPPLIES		\$ 15,000	\$ 5,987

8. **OPERATING SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	\$1000 for training sessions for 4 FTE's (includes hotel, registration)	\$ 4,000	\$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	\$ 1,500	\$ 1,500
Local Fax, 800 Line, Phone Line & Service	\$2,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 24,000	\$ 6,285
TOTAL OPERATING EXPENSES		\$ 29,500	\$ 11,785

9. **INDIRECT COSTS**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS		\$ -	\$ -

10. SUBTOTAL ADMIN COSTS		\$ 200,824	\$ 150,553
---------------------------------	--	------------	------------

11. VOUCHERS

ITEM	BASIS	TOTAL COST	DES COST
LIHEAP		\$ 160,527	\$ 160,527
LIHCÓN		\$ -	\$ -
LLVG		\$ -	\$ -
NHN		\$ 362	\$ 362
TANF		\$ 30,000	\$ 30,000
TOTAL VOUCHERS		\$ 190,889	\$ 190,889

12. TOTAL SERVICE COST/DES TOTAL COST: \$ 391,713 \$ 341,542

REVENUE SOURCES:

DES Case Mgt.	\$ 341,542	\$ 341,542
Gila County	\$ 50,171	
TOTAL REVENUE:	\$ 391,713	\$ 341,542

5/21/2013

8/13/2013 Revised

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Contract Period: 07/01/2013 - 06/30/2014

Attachment B

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Community Services Director	\$80,020	\$ 40,010	\$ 17,604
1	1.00	Divisional Accountant	\$34,549	\$ 17,275	\$ 7,601
1	1.00	Divisional Fiscal Manager	\$53,893	\$ 26,947	\$ 11,856
1	1.00	Divisional Special Projects	\$32,560	\$ 16,280	\$ 7,163
1	1.00	Divisional Assistant	\$39,104	\$ 19,552	\$ 8,603
1	1.00	Case Manager	\$30,534	\$ 15,267	\$ 6,717
1	1.00	Case Manager	\$32,094	\$ 16,047	\$ 7,061
1	1.00	Clerk	\$22,152	\$ 11,076	\$ 4,873
TOTAL PERSONNEL				\$ 162,454	\$ 71,478

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	\$162,454 * 30.878%	\$ 49,838	\$ 31,400
FICA			
Workman's Comp			
Retirement			
TOTAL EMPLOYEE RELATED EXPENSES		\$ 49,838	\$ 31,400

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$ -	\$ -

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 2,298
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$ 2,500	\$ 1,250
TOTAL TRAVEL		\$ 8,500	\$ 3,548

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL SPACE		\$ -	\$ -

6. <u>EQUIPMENT</u>			
	ITEM	BASIS	TOTAL COST DES COST
N/A			\$ - \$ -
	TOTAL EQUIPMENT		\$ - \$ -

7. <u>MATERIALS & SUPPLIES</u>			
	ITEM	BASIS	TOTAL COST DES COST
N/A			\$ - \$ -
	TOTAL MATERIALS AND SUPPLIES		\$ - \$ -

8. <u>OPERATING SERVICES</u>			
	ITEM	BASIS	TOTAL COST DES COST
N/A			\$ - \$ -
	TOTAL OPERATING EXPENSES		\$ - \$ -

9. <u>INDIRECT COSTS</u>			
	ITEM	BASIS	TOTAL COST DES COST
	Indirect Costs to Gila County	5% of Salary base \$71,478 @100%	\$ 3,574 \$ 3,574
	TOTAL INDIRECT COSTS		\$ 3,574 \$ 3,574

10. <u>SUBTOTAL ADMIN COST</u>			\$ 224,366	\$ 110,000
---------------------------------------	--	--	-------------------	-------------------

11. <u>VOUCHERS</u>			
	ITEM	BASIS	TOTAL COST DES COST
	Vouchers - Direct Client Services		\$ 40,000 \$ 40,000
	Vouchers - Descretionary Services Fire		\$ 1,400 \$ 1,400
	TOTAL VOUCHERS		\$ 40,000 \$ 41,400

12. <u>TOTAL SERVICE COST/DES TOTAL COST:</u>			\$ 264,366	\$ 151,400
--	--	--	-------------------	-------------------

<u>REVENUE SOURCES:</u>		
DES CSV	\$ 151,400	\$ 151,400
Gila County	\$ 112,966	
TOTAL REVENUE:	\$ 264,366	\$ 151,400

5/21/2013
9/13/2013 Revised



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Eight (8)
---	--

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2013 through June 30, 2014:

The reimbursement ceiling for the service for Case Management is \$328,344.

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

The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to \$2,305,095.13

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

Replace

From Amendment # 5 Terms and Conditions, Fingerprinting, section 32.1.1, replace the existing version with the following:

Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR GILA COUNTY COMMUNITY SERVICES DIVISION
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Rita Schmidt <i>Francine Whittington</i>	TYPED NAME Michael A. Pastor
TITLE Deputy Chief Procurement Administrator <i>Contract Administration Unit</i>	TITLE Chairman, Gila County Board of Supervisors
DATE 7/23/13 <i>MANAGER</i>	DATE 6-25-2013

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Barbara M. Behm*
Assistant Attorney General

Date: *7/18/13*

By: *Myron L. Kramer*
Deputy Attorney Principal

Date: *6-25-2013*

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP)

Agency: Gila County

Contract Period: 07/01/2013 - 06/30/2014

Attachment A

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Divisional Fiscal Manager	\$53,893	\$ 26,947	\$ 26,947
1	1.00	Divisional Accountant	\$34,549	\$ 17,275	\$ 17,275
1	1.00	Case Manager	\$30,534	\$ 15,267	\$ 15,267
1	1.00	Case Manager	\$32,094	\$ 16,047	\$ 16,047
1	1.00	Clerk	\$22,152	\$ 11,076	\$ 11,076
TOTAL PERSONNEL				\$ 86,612	\$ 86,612

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance FICA Workman's Comp Retirement	Average of 86,612 * 43.338%	\$ 37,536	\$ 27,706
TOTAL EMPLOYEE RELATED EXPENSES		\$ 37,536	\$ 27,706

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$ -	\$ -

4. TRAVEL

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

ITEM	BASIS	TOTAL COST	DES COST
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Includes electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 600
TOTAL SPACE		\$ 21,276	\$ 10,638

6. EQUIPMENT				
	ITEM	BASIS	TOTAL COST	DES COST
N/A				
TOTAL EQUIPMENT			\$ -	\$ -

7. MATERIALS & SUPPLIES				
	ITEM	BASIS	TOTAL COST	DES COST
	General Office Supplies	\$200 per month x 5 FTE's x 12 months	\$ 12,000	\$ 4,505
	Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,500
TOTAL MATERIALS AND SUPPLIES			\$ 15,000	\$ 6,005

8. OPERATING SERVICES				
	ITEM	BASIS	TOTAL COST	DES COST
	Staff Training & Registration	\$1000 for training sessions for 4 FTE's (includes hotel, registration)	\$ 4,000	\$ 4,000
	Advisory Board Quarterly Meetings	Registrations and meals	\$ 1,500	\$ 1,500
	Local Fax, 800 Line, Phone Line & Service	\$2,000 x 12 months		
	Maintenance, Leases Agreements & Memberships/Dues		\$ 24,000	\$ 6,285
TOTAL OPERATING EXPENSES			\$ 29,500	\$ 11,785

9. INDIRECT COSTS				
	ITEM	BASIS	TOTAL COST	DES COST
N/A				
TOTAL INDIRECT COSTS			\$ -	\$ -

10.	SUBTOTAL ADMIN COSTS		\$ 198,424	\$ 148,871
------------	-----------------------------	--	-------------------	-------------------

11. VOUCHERS				
	ITEM		TOTAL COST	DES COST
	LIHEAP		\$ 149,111	\$ 149,111
	LIHCON		\$ -	\$ -
	LLVG		\$ -	\$ -
	NHN		\$ 362	\$ 362
	TANF		\$ 30,000	\$ 30,000
TOTAL VOUCHERS			\$ 179,473	\$ 179,473

12.	TOTAL SERVICE COST/DES TOTAL COST:		\$ 377,897	\$ 328,344
------------	---	--	-------------------	-------------------

REVENUE SOURCES:

DES Case Mgt.	\$ 328,344	\$ 328,344
Gila County	\$ 49,553	
TOTAL REVENUE:	\$ 377,897	\$ 328,344

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Agency: Gila County

Contract Period: 07/01/2013 - 06/30/2014

Attachment B

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Community Services Director	\$80,020	\$ 40,010	\$ 17,604
1	1.00	Divisional Accountant	\$34,549	\$ 17,275	\$ 7,601
1	1.00	Divisional Fiscal Manager	\$53,893	\$ 26,947	\$ 11,856
1	1.00	Divisional Special Projects	\$32,560	\$ 16,280	\$ 7,163
1	1.00	Divisional Assistant	\$39,104	\$ 19,552	\$ 8,603
1	1.00	Case Manager	\$30,534	\$ 15,267	\$ 6,717
1	1.00	Case Manager	\$32,094	\$ 16,047	\$ 7,061
1	1.00	Clerk	\$22,152	\$ 11,076	\$ 4,873
TOTAL PERSONNEL				\$162,454	\$ 71,478

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
	Average of 162,454 * 30.678%	\$ 49,838	\$ 31,400
Health Insurance			
FICA			
Workman's Comp			
Retirement			
TOTAL EMPLOYEE RELATED EXPENSES		\$ 49,838	\$ 31,400

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$ -	\$ -

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 2,298
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$ 2,500	\$ 1,250
TOTAL TRAVEL		\$ 8,500	\$ 3,548

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
TOTAL SPACE		\$ -	\$ -

6. <u>EQUIPMENT</u>		TOTAL COST	DES COST
ITEM	BASIS		
N/A		\$ -	\$ -
TOTAL EQUIPMENT		\$ -	\$ -

7. <u>MATERIALS & SUPPLIES</u>		TOTAL COST	DES COST
ITEM	BASIS		
N/A		\$ -	\$ -
TOTAL MATERIALS AND SUPPLIES		\$ -	\$ -

8. <u>OPERATING SERVICES</u>		TOTAL COST	DES COST
ITEM	BASIS		
N/A		\$ -	\$ -
TOTAL OPERATING EXPENSES		\$ -	\$ -

9. <u>INDIRECT COSTS</u>		TOTAL COST	DES COST
ITEM	BASIS		
Indirect Costs to Gila County	5% of Salary base \$71,478 @100%	\$ 3,574	\$ 3,574
TOTAL INDIRECT COSTS		\$ 3,574	\$ 3,574

10. SUBTOTAL ADMIN COST	\$224,366	\$110,000
--------------------------------	------------------	------------------

11. <u>VOUCHERS</u>		TOTAL COST	DES COST
ITEM			
Vouchers - Direct Client Services		\$ 40,000	\$ 40,000
TOTAL VOUCHERS		\$ 40,000	\$ 40,000

12. TOTAL SERVICE COST/DES TOTAL COST:	\$264,366	\$150,000
---	------------------	------------------

<u>REVENUE SOURCES:</u>		
DES CSV	\$150,000	\$150,000
Gila County	\$114,366	
TOTAL REVENUE:	\$264,366	\$150,000



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
 CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Seven (7)
--	--

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

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

The reimbursement ceiling for the service Case Management is increased from \$403,042 to \$410,977. This is an increase of \$7,935.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,826,751.13.

Therefore, the Itemized Service Budget for the service of Case Management (Attachment A) is revised and attached.

Delete and Replace:

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

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

- 16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1. Any person who applies for a contract with this State and that person's employees;
 - 2. All employees of a contractor;
 - 3. A subcontractor of a contractor and the subcontractor's employees; and
 - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 16.4
 - 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction; and
 - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:

<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>

16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY		7. NAME OF CONTRACTOR Gila County Division of Health and Community Services	
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Elizabeth G. Csaki</i>		SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Tommie C. Martin</i>	
TYPED NAME Elizabeth G. Csaki, CPPB		TYPED NAME Tommie C. Martin	
TITLE Contract Administration Procurement Manager		TITLE Chairman, Gila County Board of Supervisors	
DATE 2/15/2013		DATE 1/22/13	

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Barbara M. Behren*
 Assistant Attorney General

Date: 2/14/13

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

Date: 1-22-2013

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

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,413	50%+0=50%	50% \$ 17,707	\$ 8,853
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$32,885	0%+50%=50%	50% \$ 16,443	\$ 8,221
TOTAL PERSONNEL COST:					\$ 116,227	\$ 87,243

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo. x 12 mo. X 3 @ 25%	\$ 5,362	\$ 5,362
	\$595.83 per mo. x 12 mo. X 3 @ 50%	\$ 10,725	\$ 10,725
FICA	0.0765 X \$116,227	\$ 8,891	\$ 4,446
Workman's Comp	0.003 X \$116,227	\$ 349	\$ 174
Retirement	0.1115 X \$116,227	\$ 12,959	\$ 6,480
TOTAL ERE COST:		\$ 38,286	\$ 27,187

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

10

SUBTOTAL ADMINISTRATIVE COSTS:

\$ 227,914 \$ 154,044

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 218,565	\$ 218,565
2	LIHCON	78	\$ -	\$ -
3	LLVG		\$ 7,935	\$ 7,935
4	NHN	70	\$ 433	\$ 433
5	TANF	49	\$ 30,000	\$ 30,000
6	ESG	17	\$ -	\$ -
TOTAL VOUCHER COSTS:			\$ 256,933	\$ 256,933

12	TOTAL COSTS:		\$ 484,847	\$ 410,977
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

DES Case Mgt.	\$ 410,977	\$ 410,977
Gila County	\$ 73,870	
TOTAL REVENUE:	\$ 484,847	\$ 410,977
TOTAL REVENUE:	\$ 484,847	\$ 410,977

4/10/2012

Revised 12/10/2012



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

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

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

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

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

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

Delete and Replace:

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

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

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

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

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

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

16.4 Effective August 2, 2012:

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

16.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

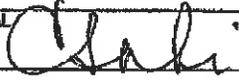
16.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

Terms and Conditions, Confidentiality, section 19.2

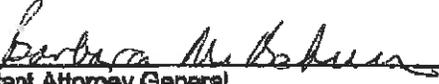
The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 12/7/2012	DATE 11/13/12

IN ACCORDANCE WITH ARS §11-892 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: 12/5/12

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

Date: 11/13/12

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 600
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,838

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

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

11 VOUCHERS

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

12	TOTAL COSTS:		\$ 476,911	\$ 403,042
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

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

4/10/2012

Revised 9/12/2012

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

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 8,199
1	1	Divisional Accountant	\$35,413	50%+0=50%	50% \$ 17,707	\$ 3,541
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 5,389
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 6,977
1	1	Divisional Assistant	\$39,104	50%+0=50%	50% \$ 19,552	\$ 9,776
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 7,634
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 8,024
1	1	Clerk	\$32,885	0%+50%=50%	50% \$ 16,443	\$ 8,221
TOTAL PERSONNEL COST:					\$ 190,730	\$ 69,669

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 3 @ 10%	\$ 2,145	\$ 2,145
	\$595.83 per mo x 12 mo X 6 @ 25%	\$ 10,725	\$ 10,725
FICA	0.0765 X \$190,730	\$ 14,591	\$ 7,295
Workman's Comp	0.003 X \$190,730	\$ 572	\$ 286
Retirement	0.1115 X \$190,730	\$ 21,266	\$ 10,633
TOTAL ERE COST:		\$ 49,299	\$ 31,084

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 4,200
Per Diem	\$25 per day for 20 days for 5 FTE's / Board Members	\$ 2,500	\$ 1,800
TOTAL TRAVEL COSTS:		\$ 8,500	\$ 6,000

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 248,529	\$ 106,753
-----------	---------------------------------------	------------	------------

11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$247 x 1 household	\$ 49,000	\$ 49,000
	Average \$490 x 100 households	\$ 247	\$ 247
TOTAL VOUCHER COSTS:		\$ 49,247	\$ 49,247

12	TOTAL COSTS:	\$ 297,776	\$ 156,000
-----------	---------------------	------------	------------

REVENUE SOURCES:

DES CSV	\$ 156,000	\$ 156,000
Gila County	\$ 141,776	
TOTAL REVENUE:	\$ 297,776	\$ 156,000
TOTAL REVENUE:	\$ 297,776	\$ 156,000

4/10/2012
Revised 9/12/2012



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

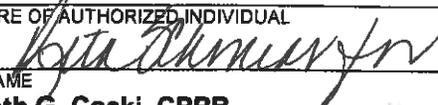
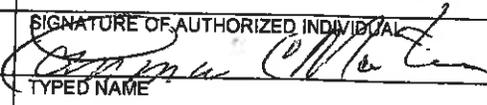
1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Five (5)
---	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Delete and Replace:

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

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

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

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Behun
Assistant Attorney General

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

Date: 8/24/12

Date: 8 7 2012



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Four (4)
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
 Pursuant to the Terms and Conditions, Levels of Service section, and Amendments or Modifications section, the purpose of this amendment is to:

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

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

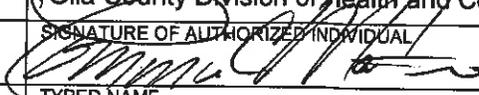
The reimbursement ceiling for the service for Community Services is \$150,000.

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

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

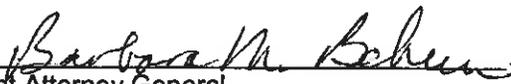
Reporting: Effective July 1, 2012 programmatic data shall be submitted through direct entry into CAP60 or through an agreed upon data bridge from an existing data system into CAP60 as identified on Programmatic Reports. All other reports such as invoices, payment verification forms and narrative information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

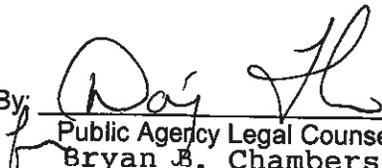
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 7/19/12	DATE 6/26/12

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
 Assistant Attorney General

By: 
 Public Agency Legal Counsel
 Bryan B. Chambers

Date: 7/12/12

Date: 6-26-12



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

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

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

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

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

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

Delete and Replace:

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

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

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

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

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Behrens
Assistant Attorney General

Date: 12/5/11

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

Date: 11/15/11

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 224,465	\$ 179,319
----	---------------------------------------	-------------------	-------------------

11 VOUCHERS

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

12	TOTAL COSTS:		\$ 501,403	\$ 456,257
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

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

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

10

SUBTOTAL ADMINISTRATIVE COSTS:

\$ 279,636 \$ 159,258

11 VOUCHERS

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

12

TOTAL COSTS:

\$ 340,636 \$ 220,258

REVENUE SOURCES:

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



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
 Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

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

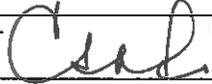
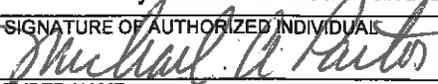
The reimbursement ceiling for the service for Case Management is increased from \$480,974 to \$907,703. This is an increase of \$426,729.

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

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

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

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

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

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Behm
 Assistant Attorney General

Date: 6/7/11

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

Date: 6-7-2011

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

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

11 VOUCHERS

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

12	TOTAL COSTS:		\$ 479,895	\$ 426,729
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

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

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

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

11 VOUCHERS

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

12	TOTAL COSTS:	\$ 268,723	\$ 150,000
----	---------------------	-------------------	-------------------

REVENUE SOURCES:

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



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

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

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

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

Add Funding:

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

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

Reduce Funding:

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

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

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

Revise:

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

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

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth Csaki	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 6/6/2011	DATE 5/3/11

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
 Assistant Attorney General

Date: 6/2/11

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

Date: 5.3.2011

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

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

11 VOUCHERS

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

12	TOTAL COSTS:		\$ 531,850	\$ 480,974
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

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

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

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

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

11 VOUCHERS

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

12	TOTAL COSTS:	\$ 299,001	\$ 163,557
-----------	---------------------	-------------------	-------------------

REVENUE SOURCES:

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

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

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

1 PERSONNEL

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

2 EMPLOYEE RELATED EXPENSES

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

3 PROFESSIONAL AND OUTSIDE SERVICES

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

4 TRAVEL

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

5 SPACE

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

6 EQUIPMENT

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

7 MATERIALS & SUPPLIES

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

8 OPERATING SERVICES

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

9 INDIRECT COSTS

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

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 7,875.13	\$ 7,875.13
-----------	---------------------------------------	--------------------	--------------------

11 VOUCHERS

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

12	TOTAL COSTS:	\$ 21,375.13	\$ 21,375.13
-----------	---------------------	---------------------	---------------------

REVENUE SOURCES:

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

TOTAL REVENUE:	\$ 21,375.13	\$ 21,375.13
-----------------------	---------------------	---------------------

CSV-C ISB 10-11
 Submitted 07/08/10
 Revised 12/07/10

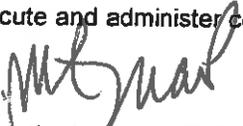


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("Contractor").

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

WHEREAS the Contractor is duly authorized to execute and administer contracts under ~~Insert Contractor Authority~~
Here and,  A.R.S §11-201 et. seq. and
A.R.S §11-251 et. seq.

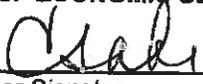
WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

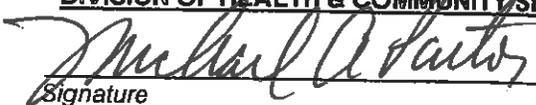
THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

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


Procurement Officer Signature


Signature

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

Michael A. Pastor
Printed Name
Chairman, Board of Supervisors

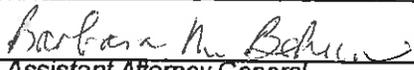
Date
8/18/2010

Title
7/6/10
Date

DE111073-001
ADES Contract Number

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

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

By: 
Public Agency Legal Counsel

Date: 8/16/10

Bryan Chambers, Chief Deputy Gila Co. Attorney
Date: 6-23-2010

TERMS AND CONDITIONS

1.0 **Parties**

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

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

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

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

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

2.2. **Extension**

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

3.0 **Purpose of Agreement**

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

4.0 **Definitions**

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

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

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

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

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

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

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

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

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

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

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

4.12 Shall, Must" indicates a mandatory requirement.

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

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

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

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

4.17 "**Vulnerable adult**" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

5.0 **Manner of Financing**

5.1 See section 4.0 Funding in the Scope of Work.

6.0 **Service Descriptions**

6.1 See Scope of Work for descriptions of each service.

7.0 Responsibilities

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

8.0 Advertising, Publishing and Promotion of Contract.

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

9.0 Amendments or Modifications

- 9.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 9.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 9.2.1 Change of telephone number;
 - 9.2.2 Change in authorized signatory; and/or
 - 9.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

10.0 Applicable Law

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

- 10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- 11.0 Arbitration**
- 11.1 In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 12.0 Assignment and Delegation.**
- 12.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- 13.0 Audit**
- 13.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.
- 13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 13.2.2 Summary schedule of prior audit findings
- 13.2.3 Auditor's Reports (detailed in the A-133)
- 13.2.4 Corrective Action Plan.
- 13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 14.0 Availability of Funds for the Current State Fiscal Year**
- 14.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 14.1.1 Reduce payments or units authorized;
- 14.1.2 Accept a decrease in price offered by the Contractor;
- 14.1.3 Cancel the Agreement; or
- 14.1.4 Cancel the Agreement and re-solicit the requirements.

14.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

15.0 Availability of Funds for the Next State Fiscal Year

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

15.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

16.0 Background Checks for Employment through the Central Registry

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

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

16.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

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

17.0 Certification of Cost or Pricing Data

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

18.0 Certification Regarding Lobbying

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

19.0 Confidentiality

19.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

20.0 Code of Conduct

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

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

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

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

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

20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

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

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

22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 Cooperation

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

24.0 Data Sharing Agreement

24.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

25.0 Disposition of Property

- 25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

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

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

27.0 Evaluation

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

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

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

28.0 E-Verify

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

29.0 Fair Hearings and Service Recipients' Grievances

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

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

30.0 Federal Immigration and Nationality Act

30.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

31.0 Fees and Program Income

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

32.0 Fingerprinting

32.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

32.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

32.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

32.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

32.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

- 32.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 32.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

33.0 Force Majeure

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

34.0 Inclusive Contractor

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

35.0 Indemnification

35.1 Indemnification for Contractor:

- 35.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

35.2 Indemnification for Subcontractor

- 35.2.1 In addition, Gila County Division of Health & Community Services shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and

all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila County Division of Health & Community Services's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

36.0 Insurance Requirements

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

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

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

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

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

2. **Business Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of***

Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, Involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

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

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

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to

the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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

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

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

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

38.0 Levels of Service

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

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

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

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

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

39.0 Monitoring

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

40.0 Non-Availability of Funds

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

41.0 Non-Discrimination

41.1 In accordance with ARS § 41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

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

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

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

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

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

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

42.0 **No Parole Evidence**

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

43.0 **No Waiver.**

43.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

44.0 **Notices**

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

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

44.3 All notices shall reference the contract number.

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

44.4.1 Change of telephone number;

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

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

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

45.0 **Offshore Performance Of Work Prohibited**

45.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

46.0 Order of Precedence

- 46.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
1. Terms and Conditions;
 2. Scope of Work;
 3. Attachments;
 4. Exhibits.

47.0 Ownership of Intellectual Property

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

48.0 Pandemic Contractual Performance

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

49.0 Payments

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

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

50.0 Payment Recoupment

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

51.0 Personnel

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

52.0 Predecessor and Successor Contracts

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

53.0 Professional Standards

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

54.0 Property of the State

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

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

55.0 Records

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

56.0 Relationship of Parties

- 56.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

57.0 Reporting Requirements

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

58.0 Responsibility for Payments Indemnification

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

59.0 Right of Offset

59.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

60.0 Scrutinized Business

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

61.0 Severability

61.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

62.0 State's Contractual Remedies

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

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

62.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

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

63.0 Subcontracts

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

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

64.0 Substantial Interest Disclosure

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

- 64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 65.0 Supporting Documents and Information**
- 65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 66.0 Suspension or Debarment**
- 66.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.
- 67.0 Technical Assistance**
- 67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 68.0 Termination**
- 68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 68.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511 as may be amended.
- 68.3 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 68.4 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 68.5 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the

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

68.6 Termination for Default.

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

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

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

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

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

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

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

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

69.0 Third- Party Antitrust Violations

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

70.0. Transfer of Knowledge

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

71.0 Transition of Activities

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

72.0 Unallowable Costs

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

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

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

73.0 Visitation, Inspection and Copying

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

74.0 Warranty of Services

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

75.0 Contract Documents

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

Scope of Work
Community Action Program Services

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

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

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

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

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

Scope of Work
Community Action Program Services

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

Scope of Work
Community Action Program Services

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

5.0 Contract Term

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

6.0 Administrative Requirements – The Contractor shall:

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

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

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

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

6.2 Staffing and Security

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

6.3 Equipment

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

Scope of Work
Community Action Program Services

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

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

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

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

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

Scope of Work
Community Action Program Services

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

7.0 General Reporting Requirements – The Contractor shall:

- 7.1 Submit the following items and all notices to:

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

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

Scope of Work
Community Action Program Services

9.0 Community Services

9.1 Service Description

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

9.2 Service Information

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

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

9.2.2 These goals will be accomplished through activities that:

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

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

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

Scope of Work
Community Action Program Services

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

9.3.2 **Public CAAs Advisory Board:**

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

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

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

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

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

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

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

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

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

Scope of Work
Community Action Program Services

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

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

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

Scope of Work
Community Action Program Services

10.0 Case Management

10.1 Service Description

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

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 All CAAs shall provide the following:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 All CAAs and designated LIHEAP agencies shall provide the following:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
 1. Utility payments or deposits for heating and cooling
 2. Temporary emergency shelter (if needed due to energy related crisis)
 3. Payment of water bills related to cooling (May 1 through October 1)
 4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

Scope of Work
Community Action Program Services

- 10.3 Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
 - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
 - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
 - 1. An assessment of the client's resources and needs.
 - 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
 - 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.
 - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
 - 1. Resolve any immediate crisis in a timely manner.
 - 2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
 - 3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
 - 10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
 - 10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.
 - 10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.
 - 10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.
- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).
 - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
 - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
 - 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

Scope of Work
Community Action Program Services

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 Items Provided by the Department – The Department shall provide:

- 10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.
- 10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual.
- 10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:

The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR

Annie Hinojos
Margret Celix
Lyn Canning
Ramona Ortiz

PRIVATE SECTOR

Robert Closs

LOW INCOME

Barbara Leetham
Audrey Opitz
Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing. Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients within their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County, HUD, Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

- a. Title I Adults, Youth, Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seasonal farm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peyser Act
- g. Adult education/literacy activities
- h. Vocational Rehabilitation Prog.
- i. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- l. Trade Adjustment Asst./NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
Low Income People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community.	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
Low Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client. CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobby with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments, appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4) For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

e) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL, APPEAL FOR SOCIAL SERVICES

Gila County Community Action

P O Box 1254

Globe, AZ 85502-1254

(928) 425-7631

Date: 6/11/2010

Dear:

Your application for social services has been approved. You will be receiving the following service:

_____ \$
_____ \$ -
_____ \$ -

Your application for social services has been denied. The reason(s) is/are:

Your income exceed Federal poverty levels.

You have already received assistance and by regulation cannot be assisted again at this time.
You MAY be eligible to reapply on: _____

You failed to provide requested verification needed to complete your application and to determine eligibility

Gila County CAP had no contract funds available at this time to assist you.

You requested your application not to be completed.

The program for which you applied required that you have a documentable crisis in the home.

Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 6/11/2010

3.2.4

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5

A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

**GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011**

<u>CONTRACTOR</u>	<u>E#</u>	<u>COUNTY</u>	<u>SVC</u>	<u>FUND SOURCE</u>	<u>COST TYPE</u>	<u>2011 AWARD</u>	<u>COMMENTS</u>
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	
GILA		GILA	CMT	SSBGLP	A	8,352.00	Total:
GILA		GILA	CMT	TANF	S	150,000.00	Vouchers 256077
GILA		GILA	CMT	TANF	V	0.00	130,767.00
GILA		GILA	CMT	QWEST	A	1,082.00	19,293.00
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LLVG	V	0.00	
				sub-total		445,831.00	
GILA		GILA	CSV-B	CSBG	A	150,000.00	140,000
GILA		GILA	CSV	CSBG	V	0.00	10,000
				sub-total		150,000.00	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				Total		595,831.00	

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	\$ 26,946	\$ 26,946
1	1	Divisional Accountant	\$35,422	50%+0=50%	\$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
TOTAL EMPLOYEE COST:		\$ 39,302	\$ 29,483

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$200 per month x 12 months	\$ 2,700	\$ 1,350
Per Diem	\$25 per day for 20 days for 10 FTE's	\$ 5,000	\$ 4,000
TOTAL TRAVEL COSTS:		\$ 7,700	\$ 5,350

5 SPACE

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A			
TOTAL EQUIPMENT COSTS:		\$ -	\$ -
		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 12,000

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	\$1,713.30 x 12 months	\$ 20,560	\$ 9,764
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 15,924

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:	\$ 223,372	\$ 171,459
---------------------------------------	------------	------------

11 VOUCHERS

Item			Service Cost	CPIP Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 25,055	\$ 25,055
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 274,372	\$ 274,372

12			TOTAL COSTS: \$ 497,744	\$ 445,831
----	--	--	--------------------------------	-------------------

REVENUE SOURCES:

CPIP Case Mgt.	\$ 445,981	\$ 445,831
CPIP CSV-B	\$ 150,000	
CPIP CSV-C	\$ -	
TOTAL REVENUE:	\$ 595,981	\$ 445,831
TOTAL REVENUE:	\$ 595,981	\$ 445,831

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	\$81,994	50%+0=50%	\$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	\$ 33,654	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	\$ 27,622	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	\$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	\$ 16,442	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 198,347	\$ 90,825

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 715
	\$595.83 per mo x 12 mo X 1	\$ 7,150	\$ 715
	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 2,860
	\$595.83 per mo x 12 mo X 4	\$ 28,600	\$ 14,300
FICA	0.0765 X \$198,347	\$ 15,174	\$ 7,587
Vacation's Comp	0.003 X \$198,347	\$ 595	\$ 298
Retirement	0.0985 X \$198,347	\$ 19,537	\$ 9,769
TOTAL ERE COST:		\$ 99,655	\$ 36,243

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$321.17 per month x 12 months	\$ 6,000	\$ 5,832
Per Diem	\$25 per day for 20 days for 5 FTE's	\$ 2,500	\$ 2,500
TOTAL TRAVEL COSTS:		\$ 8,500	\$ 8,332

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10 **SUBTOTAL ADMINISTRATIVE COSTS:** \$ 319,503 \$ 140,000

11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$500 x 20 households	\$ 10,000	\$ 10,000
TOTAL VOUCHER COSTS:		\$ 10,000	\$ 10,000

12 **TOTAL COSTS:** \$ 329,503 \$ 150,000

REVENUE SOURCES:

CPIP CSV	\$ 150,000	\$ 150,000
CPIP Case Mgt.	\$ 445,831	
TOTAL REVENUE:	\$ 595,831	\$ 150,000
TOTAL REVENUE:	\$ 595,831	\$ 150,000

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					\$ -	\$ -
TOTAL PERSONNEL COST:					\$ -	\$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL ERE COST:		\$ -	\$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL TRAVEL COSTS:		\$ -	\$ -

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	\$50 x 500 individuals for both activities	\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

	Basis	Service Cost	CPIP Cost
		\$ -	\$ -
TOTAL OPERATING SERVICE COSTS:		\$ -	\$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:		\$ -	\$ -
----	---------------------------------------	--	------	------

11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$1,000 x 125 households	\$ -	\$ -
TOTAL VOUCHER COSTS:		\$ -	\$ -

12	TOTAL COSTS:		\$ -	\$ -
----	---------------------	--	------	------

REVENUE SOURCES:

CPIP CSV	\$ -	\$ -
TOTAL REVENUE:	\$ -	\$ -

TOTAL REVENUE:	\$ -	\$ -
-----------------------	-------------	-------------



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2607

Consent Agenda Item 5. K.

Regular BOS Meeting

Meeting Date: 06/24/2014

Reporting Period: Globe Regional Justice of the Peace's Office Monthly Report for May, 2014

Submitted For: Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for May 2014

Suggested Motion

Acknowledgment of the May 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Regional Justice Court Monthly Report for May, 2014

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

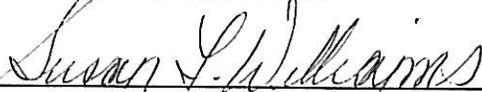
For the Month of: May, 2014

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 6,612.63
RECEIVED DURING THE MONTH	\$31,018.90
DISBURSED DURING THE MONTH	\$31,307.45
BALANCE AT THE END OF THE MONTH	\$ 6,324.08



Justice of the Peace



Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

MAY, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 78.65	\$ 3.94	\$ 74.71
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 506.23	\$ 25.32	\$ 480.91
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 92.50	\$ 4.63	\$ 87.87
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,791.81		\$ 2,791.81
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,550.54		\$ 2,550.54
Game and Fish - Wildlife	ZGF		STATE	\$ 72.12	\$ 3.61	\$ 68.51
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,525.23	\$ 76.27	\$ 1,448.96
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ 14.06	\$ 0.71	\$ 13.35
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 113.29	\$ 5.67	\$ 107.62
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,052.50	\$ 52.63	\$ 999.87
Alternative Dispute Resolution	ZADR		T848-2061	\$ 46.39	\$ 2.32	\$ 44.07
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ 85.80	\$ 4.29	\$ 81.51
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 68.88	\$ 3.45	\$ 65.43
Confidential Address Assessment - Local	ZCAA2			\$ 3.62	\$ 0.19	\$ 3.43
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,936.99		\$ 1,936.99
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 9,354.07	\$ 467.71	\$ 8,886.36
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,400.00	\$ 70.00	\$ 1,330.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,095.86	\$ 54.80	\$ 1,041.06
DUI Abatement	ZDUIA		T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 347.11	\$ 17.36	\$ 329.75
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 54.78	\$ 2.74	\$ 52.04
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 877.46	\$ 43.88	\$ 833.58
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 19,438.87	\$ 971.95	\$ 18,466.92
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,355.25	\$ 67.77	\$ 1,287.48
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,058.56	\$ 52.93	\$ 1,005.63
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ 3.52	\$ 0.18	\$ 3.34
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 918.06		\$ 918.06
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 154.44	\$ 7.73	\$ 146.71
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,704.95		\$ 1,704.95
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 353.54	\$ 17.68	\$ 335.86
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,374.92		\$ 1,374.92
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 150.63	\$ 7.54	\$ 143.09
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 141.85		\$ 141.85
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 94.56		\$ 94.56
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 102.23	\$ 5.12	\$ 97.11
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 490.06	\$ 24.51	\$ 465.55
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,612.75	\$ 130.64	\$ 2,482.11
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,933.50	\$ 96.68	\$ 1,836.82
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 241.64	\$ 12.09	\$ 229.55
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 90.40	\$ 4.52	\$ 85.88
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 105.02	\$ 5.26	\$ 99.76
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 718.32	\$ 35.92	\$ 682.40
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 28.70	\$ 1.44	\$ 27.26
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 8.40	\$ 0.42	\$ 7.98
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 8.76	\$ 0.44	\$ 8.32
TriCity Fire Department (TRIF)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ 0.38	\$ 0.02	\$ 0.36
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 12.67	\$ 0.64	\$ 12.03
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 1,064.64	\$ 53.24	\$ 1,011.40
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,489.12	\$ 124.46	\$ 2,364.66
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 168.11	\$ 8.41	\$ 159.70
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 5,085.78	\$ 254.29	\$ 4,831.49
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 50.50	\$ 2.53	\$ 47.97
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 213.90		\$ 213.90
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 3,063.12		\$ 3,063.12
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,042.07		\$ 2,042.07
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

MAY, 2014 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ 75.21	\$ 3.77	\$ 71.44
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 101.66	\$ 5.09	\$ 96.57
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 71,523.98	\$ 2,734.79	\$ 68,789.19

TOTAL ADJUSTED BALANCE VERIFICATION	\$ 68,789.19
TOTAL RESTITUTION RECEIVED	\$ 2,832.56
TOTAL RECEIPTS THIS MONTH	\$ 74,356.54

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
6/5/2014	8103	\$ 8,624.15	ARIZONA STATE TREASURER
6/5/2014	8104	\$ 62,803.26	GILA COUNTY TREASURER
6/5/2014	8105	\$ 96.57	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 71,523.98	TOTAL DISTRIBUTIONS THIS MONTH

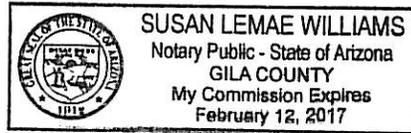
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of MAY, 2014.

[Signature]
Justice of the Peace

Subscribed and Sworn to before me this 5th day of June, 2014.

[Signature]
Notary Public

My Commission Expires: February 12, 2017



ARF-2608

Consent Agenda Item 5. L.

Regular BOS Meeting

Meeting Date: 06/24/2014

Reporting Period: Payson Regional Constable's Office Monthly Report for May 2014

Submitted For: Colt White **Submitted By:** Michelle Keegan, Administrative Clerk
Senior, Constable - Payson Regional

Information

Subject

Payson Regional Constable's Office Monthly Report for May 2014

Suggested Motion

Acknowledgment of the May 2014 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for May 2014

Zada Shafer
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

May 2014
MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Zada Shafer
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

June 2, 2014

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

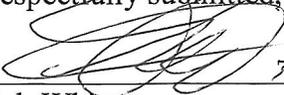
PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **May, 2014**, the Payson Regional Constable's Office:

- ◆ Received a total of **170** papers for service
- ◆ Drove a total of **1,423** miles
- ◆ Collected a total of **\$2,599.72** as follows:

• Check Total	\$568.20
• Cash Total	<u>\$2,031.52</u>
• Total Deposited	\$2,599.72
• Julia Jewell, writ satisfaction ck#2356	(\$1,367.22)
• Less Writ Fee (4 @ \$5.00/each) Collected (Check #2359/Treasurer's Receipt #98391)	<u>(\$ 20.00)</u>
• Paid to General Fund (Check #2360/Treasurer's Receipt #98392)	\$1,212.50
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<u>\$2,087.50</u>

Respectfully submitted,



Colt White
Payson Regional Constable
Gila County, Payson, Arizona

Zada Shafer
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2013-2014

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	116	1,696	\$1,354.80	\$875.00	\$2,229.80
AUGUST	122	982	\$1,528.20	\$875.00	\$2,403.20
SEPTEMBER	148	1,010	\$1,395.00	\$875.00	\$2,270.00
OCTOBER	145	1450	\$1,137.40	\$875.00	\$2,012.40
NOVEMBER	112	1,205	\$959.00	\$875.00	\$1,834.00
DECEMBER	122	1,295	\$963.00	\$875.00	\$1,838.00
JANUARY	147	1,732	\$922.00	\$875.00	\$1,797.00
FEBRUARY	101	980	\$1,812.44	\$875.00	\$2,687.44
MARCH	113	1,490	\$1,046.40	\$875.00	\$1,921.40
APRIL	116	1,661	\$905.20	\$875.00	\$1,780.20
MAY	170	1,423	\$1,212.50	\$875.00	\$2,087.50
JUNE					
YEAR TOTAL:	1,412	14,924	\$13,235.94	\$9,625.00	\$22,860.94

CHECK AND CASH RECEIVED FOR MONTH				May	2014
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
5/2/2014	691325/39097	\$40.00	2013CV777-OV	Capital One Bank (USA), NA (JLJ Process Corp)	Henry C Latour, Jr & John/Jane Doe Latour (if married)
5/2/2014	691326/39096	\$40.00	2014CV119-UN	Discover Bank (JLJ Process Corp)	Vickie Andress & John/Jane Doe Andress (if married)
5/2/2014	691327/39095	\$40.00	2012CV225OV	Capital One Bank (USA), NA (JLJ Process Corp)	Betty J Janeway
5/2/2014	691328/39094	\$40.00	2013CV574-UN	Payson Regional Medical Center (JLJ Process Corp)	Leah Christenson
5/9/2014	691329	\$40.00	2014CV275-OV	Julia Jewel	Stephanie Turlukis-Keeney
5/9/2014	691330	\$200.00	2013CV615-SC	Julia Jewel	Stephanie Turlukis-Keeney
5/13/2014	691331	\$48.00	2014CV287	Ron Dunn	Theresa Adams
5/14/2014	691332	\$40.00	2014CV000298	Michael Taillon	Kyle Wortman
5/14/2014	691333	\$48.00	2014CV300	Edward Collins	Traci Umbenhauer
5/14/2014	691334	\$56.00	DO20070317	Mark Cotney	Alice Hall-Florence
5/15/2014	691335	\$48.00	2014CV303-FD	Donald Labbe	Greg Ramstartdt (Ramstedt)
5/15/2014	388813	\$1,275.27	2013CV615-SC	Julia Jewel	Stephanie Turlukis-Keeney
5/19/2014	691336	\$60.00	2014CV213-SC	A Glynn Ross	Donald Flowers
5/19/2014	691337	\$56.00	DO201400174	Michael Leroy Brown	Kayleigh N Woolf
5/20/2014	691342/39928	\$49.00	2012CV522-UN	Capital One Bank (USA), NA (JLJ Process Corp)	Kevin S Figueroa
5/20/2014	691343/39929	\$24.00	CV201400101	Discover Bank (JLJ Process Corp)	Gary W Hatter & John/Jane Doe Hatter (if married)
5/20/2014	691344/39930	\$29.00	2012CV225OV	Capital One Bank (USA), NA (JLJ Process Corp)	Betty J Janeway
5/20/2014	691345/39931	\$24.00	2013CV777-OV	Capital One Bank (USA), NA (JLJ Process Corp)	Henry C Latour, Jr & John/Jane Doe (if married)
5/20/2014	691346/39932	\$29.00	2012CV7-OV	Discover Bank (JLJ Process Corp)	Deborah L Sampson & John/Jane Doe Sampson (if married)
5/20/2014	691347/39962	\$44.00	2014CV119-UN	Discover Bank (JLJ Process Corp)	Vickie Andress & John/Jane Doe Andress (if married)
5/20/2014	691348/39963	\$39.20	2013CV776-OV	Discover Bank (JLJ Process Corp)	Val E Greenhalgh & John/Jane Doe Greenhalgh (if married)
5/20/2014	691349/39960	\$24.00	2014CV77-UN	Portfolio Recovery Associates LLC (JLJ Process Corp)	Leslie L Carney & John/Jane Doe Carney (if married)
5/20/2014	691349/39960	\$24.00	2014CV305-UN	Portfolio Recovery Associates LLC (JLJ Process Corp)	Richard Rider & Pam Rider
5/20/2014	691350/39961	\$29.00	2013CV574-UN	Payson Regional Medical Center (JLJ Process Corp)	Leah Christenson
5/20/2014	691350/39961	\$24.00	CV201300275	Capital One Bank (JLJ Process Corp)	Danny R Clark and John/Jane Doe Clark (if married)
5/22/2014	691338	\$48.00	2014CV310-FD	Cedar Grove MHP LLC	Jeffery Choate, Mariesa Choate; John & Jane Does I-X
5/27/2014	691339	\$0.50	N/A	Copy Fees	N/A

5/27/2014	691340/11047	\$69.00	CV201300155	Zions First National Bank (Porter Law Firm)	Jeffery Luke Ashby
5/28/2014	691341	\$96.00	2014CV000315	Forrest D Gressley	Bryce William Rose
5/30/2014	691351	\$15.75	N/A	Copy Fees	N/A
	Total deposit for May 2014	\$2,599.72			
	Julia Jewell writ satisfaction 5/27/2014 ck #2356	\$1,367.22			
	Writ Fees Collected for May 2014 6/3/2014 ck#2359	\$20.00			
	Adjusted Service Fees Collected for May 2014 6/3/2014 ck#2360	\$1,212.50			



Payson Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	47	47	100.00	0	0.00	0	0.00
Civil Citation	2	0	0.00	2	100.00	0	0.00
Child Custody Packet	2	0	0.00	2	100.00	0	0.00
Criminal Subpoena	40	0	0.00	38	95.00	2	5.00
Civil Summons	6	0	0.00	6	100.00	0	0.00
Hearing Order on IAH	1	0	0.00	0	0.00	1	100.00
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	5	1	20.00	4	80.00	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice of Seizure/Forfeiture	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	21	2	9.52	19	90.48	0	0.00
Order of Protection	10	0	0.00	7	70.00	3	30.00
Summons Forcible Detainer	4	0	0.00	4	100.00	0	0.00
Criminal Summons	25	0	0.00	12	48.00	13	52.00
Writ of Execution	1	0	0.00	1	100.00	0	0.00
Writ of Garnishment Non Earnin	3	0	0.00	3	100.00	0	0.00
Totals	170	50	29.41	101	59.41	19	11.18

Report Includes:

All receive dates between `00:00:00 05/01/14` and `23:59:59 05/31/14`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Adams, Theresa A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
976 W Paint Pony Dr, Payson	White, C	Theresa Ann Adams	YES
Time/Date: 10:09:00 05/15/14			

To Be Served: Albert, Ricky

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E Airport Road, Payson	White, C		NO
Time/Date: 12:07:00 05/12/14			
107 E Airport Road, Payson	White, C		NO
Time/Date: 11:30:00 05/13/14			
107 E Airport Road, Payson	White, C		NO
Time/Date: 16:05:00 05/13/14			

To Be Served: Andress, Donald W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6545 Starlight Lane, Pine	White, C	Vickie Andress	YES
Time/Date: 11:22:00 05/09/14			

To Be Served: Andress, Vickie A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6545 Starlight Lane, Pine	White, C	Vickie Andress	YES
Time/Date: 11:22:00 05/09/14			

To Be Served: Armstrong, Leanne

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W Bonita #6, Payson	White, C	Leanne Armstrong	YES
Time/Date: 11:14:00 05/05/14			

To Be Served: Bagwell, Leroy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Gila County Probation, Payson Time/Date: 15:33:00 05/28/14	White, C	GCP Clipboard	YES
To Be Served: Barnett, Ned M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 W Holly circle, Payson Time/Date: 16:05:00 05/23/14	White, C		NO
To Be Served: Batey, Aaron L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
100 S McLane, Payson Time/Date: 11:33:00 05/23/14	Shafer, Z A		NO
To Be Served: Best, Lauren			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
904 N Colcord Road, Payson Time/Date: 14:50:00 05/15/14	White, C		NO
904 N Colcord Road, Payson Time/Date: 15:11:00 05/15/14	White, C		NO
904 N Colcord Road, Payson Time/Date: 15:15:00 05/15/14	White, C		NO
904 N Colcord Road, Payson Time/Date: 16:40:00 05/16/14	White, C		NO
214 N Stage Coach Pass, Payson Time/Date: 11:11:00 05/19/14	White, C		NO
214 N Stage Coach Pass, Payson Time/Date: 12:09:00 05/19/14	White, C		NO
214 N Stagecoach Pass, Payson Time/Date: 10:00:00 05/23/14	White, C		NO
214 N Stage Coach Pass, Payson Time/Date: 10:10:00 05/23/14	White, C		NO

Time/Date: 10:20:00 05/23/14
 214 N Stage Coach Pass, Payson White, C NO

Time/Date: 10:30:00 05/23/14
 201 W Main Street, Payson White, C Lauren Best YES

Time/Date: 15:04:00 05/23/14

To Be Served: Bowan, June A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8169 Camino Real, Mesa Del, Payson	Licavoli, P V	June Bowan	YES

Time/Date: 14:45:00 05/23/14

To Be Served: Braden, Jared

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
903 S. Tonto St., Payson	White, C		NO

Time/Date: 15:37:00 05/15/14

903 S. Tonto St., Payson	White, C		NO
--------------------------	----------	--	----

Time/Date: 14:55:00 05/19/14

903 S. Tonto St., Payson	White, C		NO
--------------------------	----------	--	----

Time/Date: 11:13:00 05/21/14

To Be Served: Brumbaugh, Calli

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 E Cedar Ln, Payson	Shafer, Z A		NO

Time/Date: 14:00:00 05/23/14

202 W Main Street, Payson	White, C	Callie Brumbaugh	YES
---------------------------	----------	------------------	-----

Time/Date: 15:39:00 05/23/14

To Be Served: Brunson, Jaden

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
601 S Highland Street, Payson	Shafer, Z A	Jaden Brunson	YES

Time/Date: 14:17:00 05/23/14

To Be Served: Burcham, Enis V. IV

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
718 W Frontier, Payson	White, C	Enis Volney Burcham IV	YES
Time/Date: 10:46:00 05/09/14			
To Be Served: Byas, Stephine A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303A S Goodnow, Payson	White, C		NO
Time/Date: 12:00:00 05/02/14			
303A S Goodnow, Payson	White, C		NO
Time/Date: 12:05:00 05/02/14			
303A S Goodnow, Payson	White, C		NO
Time/Date: 12:06:00 05/02/14			
303A S Goodnow, Payson	White, C		NO
Time/Date: 16:00:00 05/02/14			
To Be Served: Cadwell, Josh			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:13:00 05/28/14			
To Be Served: Campbell, April C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E Bonita #22, Payson	White, C	April Campbell	YES
Time/Date: 11:50:00 05/12/14			
To Be Served: Chapman, Clint			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 N Beeline Hwy 42, Payson	White, C		NO
Time/Date: 10:30:00 05/28/14			
905 N Beeline Hwy 42, Payson	White, C		NO
Time/Date: 12:30:00 05/28/14			
905 N Beeline Hwy 42, Payson	White, C		NO
Time/Date: 13:41:00 05/28/14			

200 West Wade Lane, Payson	White, C		NO
Time/Date: 15:21:00 05/28/14			
200 West Wade Lane, Payson	White, C		NO
Time/Date: 11:49:00 05/30/14			
200 West Wade Lane, Payson	White, C	Clint Chapman	YES
Time/Date: 15:23:00 05/30/14			
To Be Served: Choate, Jeffery M. Sr.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 E Frontier sp#4, Payson	White, C	Rick Marks	YES
Time/Date: 15:25:00 05/22/14			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
119 E Chuck Wagon Trail Gisela, Payson	White, C	Michaeline Christenson	YES
Time/Date: 09:57:00 05/09/14			
119 E Chuck Wagon Trail Gisela, Payson	White, C	Michaeline Kay Christenson	YES
Time/Date: 10:48:00 05/23/14			
To Be Served: Christenson, Michaeline K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
119 Chuck Wagon Trail, Lot 155, Gisela, Payson	White, C	Michaeline Christenson	YES
Time/Date: 09:57:00 05/09/14			
119 Chuck Wagon Trail, Lot 155, Gisela, Payson	White, C	Michaeline Kay Christenson	YES
Time/Date: 10:48:00 05/23/14			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1302 N Beeline Highway, Payson	White, C		NO
Time/Date: 16:55:00 05/21/14			
142 E Highway 260, Payson	White, C	[REDACTED]	YES
Time/Date: 13:39:00 05/22/14			

To Be Served: Clark, Shannon M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
479 S Old Meadow Ln #96, Payson	Michelle Keegan		NO
Time/Date: 09:56:00 05/12/14			
479 S Old Meadow Ln #96, Payson	Michelle Keegan		NO
Time/Date: 10:33:00 05/12/14			
479 S Old Meadow Ln #96, Payson	White, C		NO
Time/Date: 14:57:00 05/14/14			
479 S Old Meadow Ln #96, Payson	White, C		NO
Time/Date: 15:03:00 05/14/14			
479 S Old Meadow Ln #96, Payson	White, C		NO
Time/Date: 15:18:00 05/14/14			
435 Sycamore Lane, Payson	White, C		NO
Time/Date: 15:38:00 05/14/14			
The River near the area of the box, Payson	White, C		NO
Time/Date: 15:54:00 05/14/14			
479 S Old Meadow Ln #96, Payson	White, C		NO
Time/Date: 11:47:00 05/19/14			
479 S Old Meadow Ln #96, Payson	White, C		NO
Time/Date: 11:49:00 05/19/14			
479 S Old Meadow Ln #96, Payson	White, C		NO
Time/Date: 11:56:00 05/19/14			

To Be Served: Clifford, Jennifer J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
202 W Chateau Circle, Payson	White, C	Jennifer Jene Clifford	YES
Time/Date: 16:42:00 05/16/14			

To Be Served: Cline, Tanya L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
405 E Forest Drive, Payson	White, C		NO
Time/Date: 14:29:00 05/10/14			

To Be Served: Cobos, Jerry T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 Ash St #11, Payson	White, C	Meryt M Cobos	YES
Time/Date: 15:31:00 05/15/14			

To Be Served: Coleman, Nancy L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
800 N McLane, Payson	White, C		NO
Time/Date: 16:17:00 05/07/14			
800 N McLane, Payson	White, C		NO
Time/Date: 16:21:00 05/07/14			
800 N McLane, Payson	White, C	Nancy Coleman	YES
Time/Date: 17:15:00 05/07/14			

To Be Served: Coppernoll, Audra L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 S Rainbow #1, Star Valley	White, C	Audra Lynn Coppernoll	YES
Time/Date: 13:42:00 05/15/14			

To Be Served: Cronk, Rodney J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:42:00 05/21/14			

To Be Served: Daniels, Krystal A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
410 W Main Street #D, Payson	White, C		NO
Time/Date: 09:13:00 05/12/14			
410 W Main Street, Payson	White, C		NO
Time/Date: 09:45:00 05/12/14			
410 W Main Street #D, Payson	White, C		NO
Time/Date: 13:30:00 05/13/14			

To Be Served: Daniels, Mark W. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
316 W Roundup Rd, Payson	White, C	Mark Daniels	YES
Time/Date: 10:46:00 05/01/14			

To Be Served: Davis, Ty E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
13B Tonto Apache Reservation, Payson	Harkenss, J	Ty Davis	YES
Time/Date: 16:31:00 05/28/14			

To Be Served: Deaton, Justin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 12:03:00 05/21/14			

To Be Served: DeBurger, Oral L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16557 N AZ Hwy 87, Rye Tlr Pk #6, Payson	Shafer, Z A	Oral Lee DeBurger	YES
Time/Date: 16:36:00 05/30/14			
16557 N AZ Hwy 87, Rye Tlr Pk #6, Payson	Shafer, Z A	Oral Lee DeBurger	YES
Time/Date: 16:36:00 05/30/14			

To Be Served: Delecki, Jacob

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:42:00 05/21/14			

To Be Served: Dimmick, Christal L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 W Airport Rd #23, Payson	White, C		NO
Time/Date: 15:49:00 05/28/14			
110 W Airport Rd #23, Payson	White, C		NO
Time/Date: 15:49:00 05/29/14			

110 W Airport Rd #23, Payson	White, C		NO
Time/Date: 07:57:00 05/30/14			
1000 N SR 87, Payson	White, C	Christal Dimmick	YES
Time/Date: 15:35:00 05/30/14			

To Be Served: Dukuly, Ansumana

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:40:00 05/12/14			

To Be Served: Edwards, Jennifer

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E Frontier Street #6, Payson	White, C		NO
Time/Date: 11:48:00 05/15/14			
801 E Frontier Street #6, Payson	White, C		NO
Time/Date: 14:43:00 05/15/14			
801 E Frontier Street #6, Payson	Michelle Keegan		NO
Time/Date: 14:08:00 05/21/14			
801 E Frontier Street #6, Payson	Michelle Keegan		NO
Time/Date: 14:10:00 05/21/14			
108 W Main Street, Payson	Shafer, Z A	Jennifer C Edwards	YES
Time/Date: 14:29:00 05/21/14			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
105 N Parkwood LN, Payson	White, C		NO
Time/Date: 14:14:00 05/15/14			
105 N Parkwood LN, Payson	White, C	[REDACTED]	YES
Time/Date: 12:47:00 05/19/14			

To Be Served: Evans, David S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
105 N Parkwood Lane, Payson	White, C		NO

Time/Date: 14:14:00 05/15/14
 105 N Parkwood Lane, Payson White, C [REDACTED] YES

Time/Date: 12:47:00 05/19/14

To Be Served: Flowers, Donald S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
383 Old Meadow Lane - Gisela, Payson	White, C	Robbin McKinion	YES

Time/Date: 14:16:00 05/22/14

To Be Served: Fulks, Betty

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1507 N Wright Circle, Payson	White, C	Betty Fulks	YES

Time/Date: 12:33:00 05/19/14

To Be Served: Furry, Marc E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	Marc Eric Furry	YES

Time/Date: 09:34:00 05/12/14

To Be Served: Gordon, Ronald

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
608 W Barnum Circle, Payson	White, C		NO

Time/Date: 16:45:00 05/05/14

2010 N Beeline Highway, Payson	White, C	Ronald Gordon	YES
--------------------------------	----------	---------------	-----

Time/Date: 16:53:00 05/05/14

To Be Served: Graves, Vicki

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1302 N Beeline Highway, Payson	White, C	Vicki Graves	YES

Time/Date: 16:55:00 05/21/14

To Be Served: Habitat for Humanity

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
103 E Highway 260, Payson	White, C	Andy Kofile	YES

Time/Date: 14:55:00 05/22/14

To Be Served: Hall-Florence, Alice D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S Beeline Highway, Payson	White, C	Alice Denise Hall-Florence	YES

Time/Date: 12:00:00 05/15/14

To Be Served: Harley, Kayla

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1301 N Beeline Highway #37, Payson	White, C		NO

Time/Date: 16:36:00 05/05/14

1301 N Beeline Highway #37, Payson	White, C		NO
------------------------------------	----------	--	----

Time/Date: 14:56:00 05/15/14

1301 N Beeline Highway #37, Payson	White, C		NO
------------------------------------	----------	--	----

Time/Date: 16:21:00 05/16/14

To Be Served: Hatch, John D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
105 E Main ST APT 217, Payson	White, C		NO

Time/Date: 11:57:00 05/12/14

105 E Main ST APT 217, Payson	White, C		NO
-------------------------------	----------	--	----

Time/Date: 11:30:00 05/13/14

105 E Main ST APT 217, Payson	White, C		NO
-------------------------------	----------	--	----

Time/Date: 08:21:00 05/14/14

To Be Served: Hazelo, Jason

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES

Time/Date: 12:03:00 05/21/14

To Be Served: Hendy, Billie J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
322 E Cedar Mill Rd, Star Valley	White, C		NO

Time/Date: 13:34:00 05/16/14			
322 E Cedar Mill Rd, Star Valley	White, C		NO
Time/Date: 13:39:00 05/20/14			
322 E Cedar Mill Rd, Star Valley	White, C	Billie Hendy	YES
Time/Date: 15:12:00 05/21/14			

To Be Served: Herring, Payson M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 S Westerly, Payson	White, C	Payson Michael Herring	YES
Time/Date: 20:49:00 05/06/14			

To Be Served: Hoffman, Billy			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 12:03:00 05/21/14			

To Be Served: Jablonsky, David A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W. Bonita #13, Payson	White, C	David Jablonsky	YES
Time/Date: 11:39:00 05/12/14			

To Be Served: Jasper, Andrew E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 W Wade, Payson	White, C		NO
Time/Date: 10:56:00 05/12/14			
212 W Wade, Payson	White, C		NO
Time/Date: 13:09:00 05/19/14			

To Be Served: Johnson, Megan			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1121 N William Tell, Payson	White, C	Megan Johnson	YES
Time/Date: 14:46:00 05/19/14			

To Be Served: Jones, David

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6652 W Pinecone Trail, Pine	McClure, J		NO
Time/Date: 09:15:00 05/21/14			
6652 W Pinecone Trail, Pine	McClure, J		NO
Time/Date: 10:45:00 05/21/14			
3584 Highway 87 #11, Pine	White, C	David Jones	YES
Time/Date: 15:59:00 05/22/14			
To Be Served: Jorgensen, Kali J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 W Saddle Lane, Payson	White, C		NO
Time/Date: 16:45:00 05/07/14			
To Be Served: Keahey, Jesse			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
408 E Eidelweiss Circle, Payson	Shafer, Z A	Jesse Heahey	YES
Time/Date: 11:46:00 05/23/14			
To Be Served: Kooken, Christopher			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
900 N Bavarian Way, Payson	White, C	Christopher Kooken	YES
Time/Date: 11:09:00 05/12/14			
To Be Served: Latour, Henry C. Jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
800 N McLane Road, Payson	White, C		NO
Time/Date: 16:17:00 05/07/14			
300 S Colcord, Payson	White, C		NO
Time/Date: 13:43:00 05/08/14			
300 S Colcord, Payson	White, C		NO
Time/Date: 15:23:00 05/08/14			
108 W Main St, Payson	McClure, J	Henry Latour	YES
Time/Date: 08:18:00 05/09/14			

To Be Served: Leigh, Melinda S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 W Chatham, Payson	White, C		NO
Time/Date: 18:10:00 05/09/14			
1100 W Chatham, Payson	White, C		NO
Time/Date: 08:10:00 05/12/14			
1100 W Chatham, Payson	White, C		NO
Time/Date: 11:12:00 05/14/14			

To Be Served: Linkey, Garth J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:13:00 05/28/14			

To Be Served: Long, Amber

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 N McLane, Payson	White, C	Amber Long	YES
Time/Date: 16:36:00 05/21/14			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 N McLane Road, Payson	White, C		NO
Time/Date: 11:15:00 05/28/14			
704 N McLane Road, Payson	White, C		NO
Time/Date: 11:40:00 05/28/14			
704 N McLane Road, Payson	White, C	[REDACTED]	YES
Time/Date: 15:57:00 05/28/14			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 N McLane, Payson	White, C	[REDACTED]	YES
Time/Date: 16:36:00 05/21/14			

To Be Served: Lott, Ray A. Jr

Service Attempt**Attempted By****Served On****Svd?**

118 S Pinecrest Road, Payson

Shafer, Z A

Ray Anthony Lott

YES

Time/Date: 12:03:00 05/23/14

To Be Served: Martinez, Matilde

Service Attempt**Attempted By****Served On****Svd?**

304 E Phoenix, Payson

White, C

Matilde Martinez

YES

Time/Date: 15:53:00 05/07/14

To Be Served: Martinez, Serena G.

Service Attempt**Attempted By****Served On****Svd?**

709 E Rancho Rd, Payson

White, C

NO

Time/Date: 11:32:00 05/05/14

709 E Rancho Rd, Payson

White, C

NO

Time/Date: 08:12:00 05/06/14

709 E Rancho Rd, Payson

White, C

NO

Time/Date: 12:46:00 05/06/14

709 E Rancho Rd, Payson

White, C

Sheryl Martinez

YES

Time/Date: 12:21:00 05/07/14

To Be Served: McAnerny, Michael

Service Attempt**Attempted By****Served On****Svd?**

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 10:13:00 05/28/14

To Be Served: McBrayer, Scott B.

Service Attempt**Attempted By****Served On****Svd?**

305 W Houston Mesa Rd, Payson

White, C

NO

Time/Date: 16:51:00 05/07/14

305 W Houston Mesa Rd, Payson

White, C

NO

Time/Date: 09:20:00 05/09/14

305 W Houston Mesa Rd, Payson	White, C		NO
Time/Date: 09:18:00 05/27/14			
305 W Houston Mesa Rd, Payson	White, C		NO
Time/Date: 13:49:00 05/27/14			
305 W Houston Mesa Rd, Payson	White, C		NO
Time/Date: 14:39:00 05/27/14			
184 Old Town Court, Payson	White, C		NO
Time/Date: 15:59:00 05/30/14			
117 W Wade, Payson	White, C	Scott B McBrayer	YES
Time/Date: 16:48:00 05/30/14			
To Be Served: McDowell, Anna M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
190 Cornerstone #46, Star Valley	White, C	Anna McDowell	YES
Time/Date: 17:30:00 05/21/14			
To Be Served: McNeal, David			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
502 N Granite Drive, Payson	White, C		NO
Time/Date: 14:28:00 05/15/14			
To Be Served: Meredith, Jared			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 12:03:00 05/21/14			
To Be Served: Morales, Tyler			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
509 W Frontier Street, Payson	White, C		NO
Time/Date: 15:03:00 05/15/14			
509 W Frontier Street, Payson	White, C		NO
Time/Date: 15:15:00 05/15/14			
509 W Frontier Street, Payson	White, C		NO

Time/Date: 16:10:00 05/16/14

To Be Served: Mullins, Nate

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 15:38:00 05/28/14

To Be Served: Myers, Hannah K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 E Phoenix St, Payson	White, C	Hannah Katherine Myers	YES

Time/Date: 16:03:00 05/29/14

To Be Served: Myers, Jon

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 East Phoenix St, Payson	White, C		NO

Time/Date: 16:04:00 05/29/14

303 East Phoenix St, Payson	White, C		NO
-----------------------------	----------	--	----

Time/Date: 16:05:00 05/29/14

303 East Phoenix St, Payson	White, C	Jon Myers	YES
-----------------------------	----------	-----------	-----

Time/Date: 12:11:00 05/30/14

To Be Served: Newbold, Michael J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
900 W Saddle, Payson	White, C		NO

Time/Date: 16:12:00 05/21/14

900 W Saddle, Payson	White, C		NO
----------------------	----------	--	----

Time/Date: 14:40:00 05/22/14

900 W Saddle, Payson	White, C		NO
----------------------	----------	--	----

Time/Date: 09:30:00 05/23/14

To Be Served: Nicklow, La Juana I.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
213 W Bonita #1, Payson	White, C		NO

Time/Date: 11:56:00 05/05/14			
213 W Bonita #1, Payson	White, C		NO
Time/Date: 08:04:00 05/06/14			
213 W Bonita #1, Payson	White, C		NO
Time/Date: 12:43:00 05/06/14			
213 W Bonita #1, Payson	White, C	Lajuana Nicklow	YES
Time/Date: 14:30:56 05/12/14			

To Be Served: Nitso, Jimi

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 S Bentley, Payson	White, C		NO

Time/Date: 16:41:00 05/28/14

To Be Served: Parker, Amanda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W Bonita #15, Payson	White, C		NO

Time/Date: 14:04:00 05/15/14

108 West Main St, Payson	White, C	Amanda Parker	YES
--------------------------	----------	---------------	-----

Time/Date: 16:59:00 05/16/14

To Be Served: XXXXXXXXXX

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W Bonita #15, Payson	White, C		NO

Time/Date: 14:04:00 05/15/14

108 West Main St, Payson	White, C	Amanda Parker	YES
--------------------------	----------	---------------	-----

Time/Date: 16:59:00 05/16/14

To Be Served: Parton, Warren E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
768 Palomino Dr, Beaver Valley, Payson	White, C		NO

Time/Date: 17:51:00 05/14/14

768 Palomino Dr, Beaver Valley, Payson	White, C		NO
--	----------	--	----

Time/Date: 17:53:00 05/14/14

606 N Beeline Highway, Payson	White, C	Warren Elliot Parton	YES
Time/Date: 18:11:00 05/14/14			
To Be Served: Phillips, Laurie I.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Lot 32 E-Tonto reservation, Payson	White, C		NO
Time/Date: 15:40:00 05/15/14			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1107 S McLane Road #13, Payson	White, C	Monica Prince	YES
Time/Date: 16:10:00 05/28/14			
To Be Served: Prince, Monica M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N. Beeline #A, Payson	White, C	Monica Marie Prince	YES
Time/Date: 16:10:00 05/28/14			
To Be Served: Ramstedt, Gregory A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1401 B N Woodland Drive, Payson	White, C		NO
Time/Date: 10:58:00 05/01/14			
108 W Main Street, Payson	White, C	Gregory Allen Ramstedt	YES
Time/Date: 14:12:00 05/01/14			
1401 B N Woodland Dr, Payson	White, C	Gregory Allen Ramstedt	YES
Time/Date: 11:30:00 05/15/14			
To Be Served: Ray, John M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
601 S Beeline Highway, Payson	Scott, G E		NO
Time/Date: 15:40:00 05/13/14			
507 E Wade Ln, Payson	White, C		NO
Time/Date: 15:16:00 05/14/14			

507 E Wade Ln, Payson	White, C		NO
Time/Date: 15:18:00 05/14/14			
507 E Wade Ln, Payson	White, C		NO
Time/Date: 12:58:00 05/19/14			
<hr/>			
To Be Served: Rayburn, Ari S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S McLane #13, Payson	White, C		NO
Time/Date: 15:14:00 05/07/14			
303 Malibu, Payson	White, C	Ari Shantell Rayburn	YES
Time/Date: 15:26:00 05/07/14			
<hr/>			
To Be Served: Roberson, Joyce M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
701 East SR260 (Giant), Payson	White, C	Joyce Marie Roberson	YES
Time/Date: 12:49:00 05/27/14			
<hr/>			
To Be Served: Roeder, Alan			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
116 S Pinecrest Road, Payson	White, C	Priscilla Ann Thompson	YES
Time/Date: 11:47:00 05/05/14			
<hr/>			
To Be Served: Schiller, George W. IV			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
601 S Highland ST, Payson	White, C		NO
Time/Date: 14:47:00 05/22/14			
601 S Highland ST, Payson	White, C		NO
Time/Date: 14:48:00 05/22/14			
601 S Highland ST, Payson	White, C	George Schiller	YES
Time/Date: 15:11:00 05/22/14			
601 S Highland ST, Payson	Shafer, Z A	George Schiller IV	YES
Time/Date: 14:16:00 05/23/14			
<hr/>			

To Be Served: Schmidt, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
100 S McLane Road, Payson	White, C		NO
Time/Date: 11:20:00 05/12/14			
100 N McLane Road, Payson	White, C		NO
Time/Date: 11:23:00 05/12/14			
100 N McLane Road, Payson	White, C		NO
Time/Date: 12:15:00 05/12/14			
100 N McLane Road, Payson	White, C		NO
Time/Date: 12:23:00 05/12/14			

To Be Served: Smith, Chris

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 N McLane, Payson	White, C		NO
Time/Date: 11:15:00 05/28/14			
704 N McLane, Payson	White, C		NO
Time/Date: 11:40:00 05/28/14			
704 N McLane, Payson	White, C	Chris Smith	YES
Time/Date: 15:57:00 05/28/14			

To Be Served: Snell, Dean

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 W Airport Road 23, Payson	White, C		NO
Time/Date: 15:49:00 05/28/14			
110 W Airport Road 23, Payson	White, C		NO
Time/Date: 15:49:00 05/29/14			
110 W Airport Road 23, Payson	White, C		NO
Time/Date: 07:57:00 05/30/14			
1000 N SR 87, Payson	White, C	Christal Dimmick	YES
Time/Date: 15:35:00 05/30/14			

To Be Served: Snell, Dillon

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

7473 N Toya Vista Mesa Del, Payson	White, C		NO
Time/Date: 15:49:00 05/28/14			
7473 N Toya Vista Mesa Del, Payson	White, C		NO
Time/Date: 15:49:00 05/29/14			
7473 N Toya Vista Mesa Del, Payson	White, C		NO
Time/Date: 07:57:00 05/30/14			
1000 N SR 87, Payson	White, C	Christal Dimmick	YES
Time/Date: 15:35:00 05/30/14			

To Be Served: Thomason, Henry A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:37:00 05/05/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:40:00 05/12/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 12:12:00 05/21/14			

To Be Served: Torres, Fernando

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:38:00 05/28/14			

To Be Served: Turlukis-Keeney, Stephanie M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1016 N Easy Street, Payson	White, C		NO
Time/Date: 16:12:00 05/15/14			
1105 N Easy Street, Payson	White, C	Stephanie M Turlukis-Keeney	YES
Time/Date: 16:15:00 05/15/14			
1105 N Easy Street, Payson	White, C	Stephanie M Turlukis-Keeney	YES
Time/Date: 16:15:00 05/15/14			

To Be Served: Umbenhauer, Traci A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
602 S Highland, Payson	White, C	Traci Anne Umbenhauer	YES
Time/Date: 18:31:00 05/14/14			
To Be Served: VanBuskirk, Ashley L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
121 E Aero Street, Payson	White, C	Ashely VanBuskirk	YES
Time/Date: 16:22:00 05/21/14			
To Be Served: VanCamp, Matthew C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:13:00 05/28/14			
To Be Served: Varga, Shelby			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 N Easy Street, Payson	White, C		NO
Time/Date: 14:38:00 05/15/14			
905 N Easy Street, Payson	White, C		NO
Time/Date: 15:15:00 05/15/14			
905 N Easy Street, Payson	White, C		NO
Time/Date: 16:40:00 05/16/14			
128 W Saddle Horn Lane, Payson	White, C		NO
Time/Date: 11:40:00 05/19/14			
128 W Saddle Horn Lane, Payson	White, C		NO
Time/Date: 10:28:00 05/23/14			
128 W Saddle Horn Lane, Payson	White, C		NO
Time/Date: 18:13:00 05/23/14			
To Be Served: Vela, John R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
302 S Tonto ST, Payson	Scott, T K		NO
Time/Date: 15:50:00 05/09/14			

108 W Main Street, Payson	White, C	John Ryan Vela	YES
Time/Date: 16:10:00 05/09/14			
To Be Served: Voden, Michael A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
515 E Rancho Dr/PO Box 2573, Payson	White, C	Michael Alan Voden	YES
Time/Date: 12:38:00 05/07/14			
To Be Served: Walker & Harper P.C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
111 West Cedar Lane Ste C, Payson	White, C	Michael J Harper	YES
Time/Date: 15:28:00 05/28/14			
To Be Served: Wells Fargo-Payson			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
115 E Hwy 260, Payson	White, C	John Raven	YES
Time/Date: 10:21:00 05/05/14			
115 E Hwy 260, Payson	White, C	John Raven	YES
Time/Date: 10:21:00 05/05/14			
To Be Served: Wood, Joseph M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E Airline Blvd, Payson	White, C		NO
Time/Date: 10:33:00 05/01/14			
107 E Airline Blvd, Payson	White, C		NO
Time/Date: 11:02:00 05/01/14			
107 E Airline Blvd, Payson	White, C		NO
Time/Date: 16:37:00 05/02/14			
To Be Served: Woolf, Kayleigh N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
305 S Red Rock Pt, Payson	White, C		NO
Time/Date: 14:19:00 05/21/14			

108 W Main Street, Payson	White, C	Kayleigh N Woolf	YES
Time/Date: 14:38:00 05/21/14			

To Be Served: Wortman, Kenneth L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S Beeline HWY, Payson	White, C	CA Clipboard	YES
Time/Date: 11:58:00 05/21/14			

To Be Served: Wortman, Kyle			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8208 Apache Dr, Payson	White, C	Kyle Wortman	YES
Time/Date: 17:32:00 05/14/14			

To Be Served: Zimmerman, Matthew J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N. Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:36:00 05/12/14			

Report Includes:

All dates between `00:00:00 05/01/14` and `23:59:59 05/31/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



MILEAGE FOR THE MONTH

May 2014

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12
5/1	35		
5/2	32		
5/5	61		
5/6	32		
5/7	28		
5/8	33		
5/9	81		26
5/12	34		
5/13	35		
5/14	73		
5/15	82		
5/16	66		
5/19	80		27
5/20	33		
5/21	56		
5/22	82		
5/23	97		26
5/27	45		
5/28	88		
5/29	172		
5/30	71		28
DAYS	1316		107

**Total Miles Driven By
The Constable's Office**

1423

May

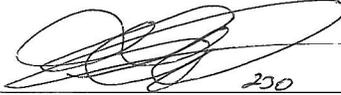
2014

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 6/3/14

GRANT # _____
 DEPOSIT TO FUND Gila County Treasurer FUND # _____
 REMITTING DEPT Payson Regional Constable's Office
 SERVICE RENDERED Constable's Ethics Standards & Training Board Writ Fees Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - Writ Fees Collected May 2014 4 @ 5 ⁰⁰ ck # 2359	20 00
		20 00

Authorized Signature  Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____
 TREASURER 98391

PAYSON CONSTABLE
 108 W. MAIN ST. 928-474-3844
 PAYSON, AZ 85541

2359
 91-527/1221 6128
 0703680454

DATE 6/3/14

PAY TO THE ORDER OF Gila County Treasurer \$ 20⁰⁰
Twenty dollars + 00/100's DOLLARS

FOR Writ Fees - May 4@5⁰⁰

 230

MP

⑈0000002359⑈ ⑆122105278⑆ 0703680454⑈

ARF-2566

Consent Agenda Item 5. M.

Regular BOS Meeting

Meeting Date: 06/24/2014

Reporting Period: Recorder's Office Monthly Report for March 2014

Submitted For: Kaycee
Stratton

Submitted By: Kaycee Stratton, Chief Deputy Recorder,
Recorder's Office

Information

Subject

Recorder's Office Monthly Report for March 2014

Suggested Motion

Acknowledgment of the March 2014 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's Monthly Report March 2014



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF MARCH 2014

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Jo Bingham, Gila County Recorder

GILA COUNTY RECORDER

Report for March 2014

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$12,602.50	\$0.00	\$12,602.50	
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$7,307.40	\$0.00	
	RECORDING FEES	\$8,046.50		\$8,046.50	
	REFUNDS- EXCESS FEES	\$0.00	\$12.00	\$0.00	\$12.00 Adjustment on IRS account
	INTEREST PD TO ACCT	\$0.54	\$0.00	\$0.54	
Staled Checks		\$0.00			
TOTAL 1005 FUNDS		\$20,649.54	\$7,319.40	\$13,330.14	
SECTION II					
	7145 FUND (RECORDER)	\$3,799.25	\$0.00	\$3,799.25	
	7146 FUND (MINING - 80% STATE TREAS)	\$4.00	\$4.00	\$4.00	
	7146 FUND (MINING - 20% RECORDER)	\$1.00	\$0.00	\$1.00	
	7147 FUND (COMPUTER SVCS)	\$7,735.00	\$0.00	\$7,735.00	
TOTAL SEC II FUNDS		\$11,539.25	\$4.00	\$11,535.25	
COMBINED TOTALS - TOTAL FEES COLLECTED		\$32,188.79	\$7,323.40	\$24,865.39	

Sadie Tomerlin		New Fiscal Year Form				
Gila County Recorder						
FY		2013-2014				
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,329	4,891.50	14,550.45	873.52	4.00	20,319.47
Aug	1,389	5,386.50	14,030.06	745.00	19.00	20,180.56
Sept	1,129	4,274.50	18,983.29	15,975.96	12.00	39,245.75
Oct	1,046	4,382.00	8,489.03	943.55	1.00	13,815.58
Nov	1,289	4,831.50	13,157.69	212.10	7.00	18,208.29
Dec	1,053	4,035.50	12,905.89	1,370.00	12.00	18,323.39
Jan	931	3,475.00	4,279.89	12,518.16		20,273.05
Feb	1,234	4,606.00	5,893.48	2,837.50	1.00	13,337.98
Mar	1,031	3,799.25	13,330.14	7,735.00	1.00	24,865.39
Apr						0.00
May						0.00
June						0.00
Total	10,431	39,682	105,619.92	43,210.79	57.00	188,569.46
Fiscal Year		188,569.46				
All Monies						



ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: March 2014
 Date: 05 / 21 / 2014
 Depositor Code #: 5393

Prepared By: Kaycee Stratton
 Title: Chief Deputy Recorder
 Phone #: 928-402-8731

Depositor Name: Gila County Recorder
 Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form
 (contact this Office for guidance regarding negative entries)

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	_____
Juvenile Family Counseling	08-263C	_____
Victim's Rights - Juvenile	08-418; 41-191.08	_____
AHCCCS	11-292	_____
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	_____
JCEF - Time Payment	12-116B	_____
JCEF - Diversion Fee	12-114	_____
JCEF- Probation Assessment	12-114.01	_____
DNA Penalty Assessment	12-116.01C, J	_____
Domestic Violence	12-284.03A2	_____
Drug Prevention Res Center	12-284.03; 41-2402H	_____
Child Abuse	12-284.03A3	_____
Sex Offender Assessment	13-3824	_____
Anti-Racketeering Fund	13-811B; 13-2314.01	_____
Drug & Gang Enforce Acct	13-811C; 41-2402	_____
Community Punishment	_____	_____
Program Drug Fines	13-821; 12-299	_____
Citizens Clean Election Fund	16-949D; 16-954C	_____
Game & Fish - Wildlife	17-313A	_____
AZ Lengthy Trial Fund	21-222	_____
Alternative Dispute	22-281C2; 12-135;	_____
Resolution Fund	12-284.03A5	_____
Mining Fees	27-208D	<u>4.00</u>
Child Passenger Restraint	28-907C	_____
DPS - Civil Penalty	28-2533C; 28-4139	_____
DUI Abatement Fund	28-1304; 28-1382, 3	_____
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	_____
AZ Highway Fines (HURF)	28-5438F; 28-2533C	_____
Victim Comp/Assistance	31-411F; 31-466B	_____
Registrar of Contractors	32-1107; 32-1124	_____
MSEF Penalty Assessment	36-2219.01; 12-116.02F	_____
CJEF Penalty Assessment	41-2401; 12-116.01	_____
Arson Detection Reward Fund	41-2167	_____
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	_____
Prison Const & Ops Fund	41-1651; 5-395.01A4	_____
Dept of Law - Crim. Cases	41-2421E4	_____
GHTEM	41-1724; 11-1051	_____

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
FINES & FEES (continued)		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	_____
(public safety equip fund)	28-8284, 6-8; 14-1723	_____
FARE General Services Fee	_____	_____
FARE Delinquent Fee	_____	_____
FARE Special Collections Fee	_____	_____
FARE Installment Fee	_____	_____
Constable Ethics Fund	11-445 (80%)	_____
Constable Ethics Fund	11-445 (20%)	_____
Photo Enforcement Fee	41-1722	_____
Photo Enforcement Process Serving Fee	_____	_____
OTHER FINES & FEES (describe and indicate ARS #)		
_____	_____	_____
_____	_____	_____
TAXES		
Prior Year Real Property	42-208	_____
Personal Property	42-208	_____
County Education District	15-991.01A	_____
Property-Min School Tax	15-992B, C	_____
State Water Banking	48-3715.03; 45-2425	_____
C.A.W.C.D.	48-3715	_____
Groundwater Replenishment	48-3773.A3; 48-3772	_____
OTHER TAXES (describe and indicate ARS #)		
_____	_____	_____
_____	_____	_____
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	_____
Mobile Home/Ins. & Cost	33-1476.03 (10%)	_____
TOTAL AMOUNT REMITTED:		
By Check	_____	_____
By Cr Advice (Wire)	_____	_____
TOTAL	_____	<u>4.00</u>

NOTES:

FOR STATE TREASURER USE ONLY

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$82.00)	\$6.00	\$0.00	(\$76.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$6.37)	\$46.80	(\$150.00)	(\$109.57)
ADOT	AZ DEPT OF TRANS	(\$282.50)	\$9.50	\$0.00	(\$273.00)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APSR/RECORDINGS	(\$494.00)	\$0.00	\$0.00	(\$494.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$125.00)	\$27.00	\$0.00	(\$98.00)
AWC	ARIZONA WATER COMPANY	(\$206.00)	\$0.00	\$0.00	(\$206.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,838.00)	\$8.00	\$0.00	(\$1,830.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,050.00)	\$8.00	\$0.00	(\$2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$100.00)	\$0.00	\$0.00	(\$100.00)
CTS	COMPLETE TITLE SOLUTIONS	(\$39.00)	\$0.00	\$0.00	(\$39.00)
DS	DATA SERVICES	\$0.00	\$0.00	(\$1,000.00)	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$146.00)	\$0.00	\$0.00	(\$146.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$25.00)	\$0.00	\$0.00	(\$25.00)
FARES	CORELOGIC	(\$81.40)	\$285.00	(\$1,200.00)	(\$996.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,237.00)	\$258.60	\$0.00	(\$978.40)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	LPS APPLIED ANALYTICS	(\$428.20)	\$190.00	\$0.00	(\$238.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$28.00)	\$0.00	\$0.00	(\$28.00)
IMAPP	IMAPP, INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$128.00	(\$128.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$48.00)	\$0.00	\$0.00	(\$48.00)
Ingeo	Ingeo - eRecording	(\$1,055.00)	\$792.00	(\$792.00)	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$112.00	(\$112.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$696.00)	\$175.00	\$0.00	(\$521.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$3,202.00)	\$2,973.00	(\$7,000.00)	(\$7,229.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$194.00)	\$48.00	\$0.00	(\$146.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RUI	RESEARCH UNLIMITED INC	(\$93.00)	\$0.00	\$0.00	(\$93.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$2,228.50	(\$2,228.50)	(\$1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,116.20)	\$12.00	\$0.00	(\$1,104.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
Totals		(\$19,443.07)	\$7,307.40	(\$12,610.50)	(\$24,746.17)

Bank Deposit

From 03/01/2014 To 03/31/2014

Total	\$32,196.25	\$32,196.25
Non-Deposit Total	(\$10,559.90)	(\$10,559.90)
Deposit Total	\$21,636.35	\$21,636.35
Total Till Over/Short		\$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$4,046.90	(\$8,350.00)	(\$4,303.10)
Cash	Cash/Check	\$21,636.35	\$0.00	\$21,636.35
D-1005-120-01-4612-003	Postage(deferred)	\$13.00	(\$14.00)	(\$1.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	\$39.00	(\$42.00)	(\$3.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$52.00	(\$56.00)	(\$4.00)
ETransfer	Electronic Transfers	\$3,252.50	\$0.00	\$3,252.50
	Total	\$29,039.75	(\$8,462.00)	\$20,577.75
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$112.00	(\$104.00)	\$8.00
	Total	\$112.00	(\$104.00)	\$8.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$449.80)	(\$449.80)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$105.00)	(\$105.00)
1005-120-01-4612-003	Postage	\$0.00	(\$701.40)	(\$701.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$248.00)	(\$248.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$57.00)	(\$57.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$42.05)	(\$42.05)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$69.00)	(\$69.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$6,316.25)	(\$6,316.25)
1005-120-01-4612-027	Fax	\$0.00	(\$58.00)	(\$58.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,799.25)	(\$3,799.25)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$7,735.00)	(\$7,735.00)
eRecording	eRecording	\$3,148.50	(\$4,148.50)	(\$1,000.00)
	Total	\$3,148.50	(\$23,734.25)	(\$20,585.75)
	Total	\$32,300.25	(\$32,300.25)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$21,636.35	\$0.00	\$21,636.35
	Range Total	\$21,636.35	\$0.00	\$21,636.35

Bank Deposit

From 03/01/2014 To 03/31/2014

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,086.85	
Check	\$20,549.50	
Total Deposit	\$21,636.35	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual Adjusted	Bank Account
3406	Mar 3, 2014	1_ReceiptStation1_Mon / 3455	\$1,727.00	\$1,727.00	Bank Account
3407	Mar 3, 2014	11_Payson_Mon / 3456	\$159.00	\$159.00	Bank Account
3408	Mar 4, 2014	12_Payson_Tue / 3459	\$123.00	\$123.00	Bank Account
3409	Mar 4, 2014	2_ReceiptStation1_Tue / 3458	\$451.50	\$451.50	Bank Account
3410	Mar 5, 2014	3_ReceiptStation1_Wed / 3460	\$665.00	\$665.00	Bank Account
3411	Mar 6, 2014	14_Payson_Thu / 3462	\$178.00	\$178.00	Bank Account
3412	Mar 6, 2014	4_ReceiptStation1_Thu / 3461	\$292.00	\$292.00	Bank Account
3415	Mar 7, 2014	15_Payson_Fri / 3464	\$306.00	\$306.00	Bank Account
3416	Mar 7, 2014	5_ReceiptStation1_Fri / 3463	\$997.00	\$997.00	Bank Account
3417	Mar 10, 2014	1_ReceiptStation1_Mon / 3465	\$1,354.80	\$1,354.80	Bank Account
3418	Mar 10, 2014	11_Payson_Mon / 3466	\$260.00	\$260.00	Bank Account
3419	Mar 11, 2014	12_Payson_Tue / 3468	\$182.00	\$182.00	Bank Account
3420	Mar 11, 2014	2_ReceiptStation1_Tue / 3467	\$367.00	\$367.00	Bank Account
3421	Mar 12, 2014	3_ReceiptStation1_Wed / 3469	\$525.00	\$525.00	Bank Account
3422	Mar 12, 2014	13_Payson_Wed / 3470	\$154.00	\$154.00	Bank Account
3423	Mar 13, 2014	4_ReceiptStation1_Thu / 3471	\$584.00	\$584.00	Bank Account
3424	Mar 13, 2014	14_Payson_Thu / 3472	\$139.00	\$139.00	Bank Account
3425	Mar 14, 2014	5_ReceiptStation1_Fri / 3473	\$444.00	\$444.00	Bank Account
3426	Mar 14, 2014	15_Payson_Fri / 3474	\$234.00	\$234.00	Bank Account
3427	Mar 17, 2014	1_ReceiptStation1_Mon / 3475	\$536.00	\$536.00	Bank Account
3428	Mar 17, 2014	11_Payson_Mon / 3476	\$178.00	\$178.00	Bank Account
3429	Mar 18, 2014	12_Payson_Tue / 3478	\$79.00	\$79.00	Bank Account
3430	Mar 18, 2014	2_ReceiptStation1_Tue / 3477	\$280.50	\$280.50	Bank Account
3431	Mar 19, 2014	13_Payson_Wed / 3480	\$140.00	\$140.00	Bank Account
3432	Mar 19, 2014	3_ReceiptStation1_Wed / 3479	\$807.50	\$807.50	Bank Account
3433	Mar 20, 2014	4_ReceiptStation1_Thu / 3481	\$172.00	\$172.00	Bank Account
3434	Mar 20, 2014	14_Payson_Thu / 3482	\$99.00	\$99.00	Bank Account
3436	Mar 21, 2014	15_Payson_Fri / 3484	\$294.00	\$294.00	Bank Account
3437	Mar 21, 2014	5_ReceiptStation1_Fri / 3483	\$7,361.00	\$7,361.00	Bank Account
3438	Mar 24, 2014	11_Payson_Mon / 3486	\$150.00	\$150.00	Bank Account
3439	Mar 24, 2014	1_ReceiptStation1_Mon / 3485	\$703.15	\$703.15	Bank Account
3440	Mar 25, 2014	2_ReceiptStation1_Tue / 3487	\$7,981.80	\$7,981.80	Bank Account
3441	Mar 25, 2014	12_Payson_Tue / 3488	\$109.00	\$109.00	Bank Account
3442	Mar 26, 2014	3_ReceiptStation1_Wed / 3490	\$724.00	\$724.00	Bank Account
3443	Mar 26, 2014	13_Payson_Wed / 3489	\$135.00	\$135.00	Bank Account
3444	Mar 27, 2014	4_ReceiptStation1_Thu / 3492	\$390.00	\$390.00	Bank Account
3445	Mar 27, 2014	14_Payson_Thu / 3491	\$106.00	\$106.00	Bank Account
3446	Mar 28, 2014	5_ReceiptStation1_Fri / 3493	\$460.00	\$460.00	Bank Account
3447	Mar 28, 2014	15_Payson_Fri / 3494	\$209.00	\$209.00	Bank Account
3448	Mar 31, 2014	1_ReceiptStation1_Mon / 3495	\$1,724.00	\$1,724.00	Bank Account
3449	Mar 31, 2014	11_Payson_Mon / 3496	\$225.00	\$225.00	Bank Account
3450	Mar 31, 2014	previousday / 3499	\$180.00	\$180.00	Bank Account
3510	Mar 3, 2014	previousday / 3559	\$0.00	\$0.00	Bank Account
3514	Mar 27, 2014	previousday / 3563	\$10.00	\$10.00	Bank Account

ARF-2600

Consent Agenda Item 5. N.

Regular BOS Meeting

Meeting Date: 06/24/2014

Reporting Period: May 6, 2014, and May 13, 2014

Submitted For:

Marian
Sheppard,
Clerk, BOS

Submitted By:

Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Information

Subject

May 6, 2014, and May 13, 2014, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the May 6, 2014, and May 13, 2014, Board of Supervisors' meeting minutes.

Attachments

BOS 05-13-14 Meeting Minutes

BOS 05-06-14 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: May 13, 2014

MICHAEL A. PASTOR

Chairman

TOMMIE C. MARTIN

Vice-Chairman

JOHN D. MARCANTI

Member

MARIAN E. SHEPPARD

Clerk of the Board

By: Laurie J. Kline
Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a special session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Eric Mariscal led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (Provisional) to provide an economic development grant in the amount \$84,535 to be used for the site preparation for a cosmetology lab at the Payson Campus of Gila Community College.

Tommie Martin, District 1 Supervisor, stated that the additional information requested by the Board at the May 6th Board meeting with regard to funding the project as stated above has now been provided by the Board of Directors of the Gila Community College (College) and is agreed upon as indicated in the language contained in the Intergovernmental Agreement (IGA) referenced above. The College will provide \$60,000 and the Northern Arizona Vocational Institute of Technology (NAVIT) has pledged to fund approximately \$160,000 in order to move forward with the site preparation for a cosmetology lab at the Payson Campus of Gila Community College. Vice-Chairman Martin

recommended that the Board of Supervisors approve the economic development grant request.

Chairman Pastor stated for clarification that he has reviewed the IGA with Jeannie Sgroi, Contract Support Specialist, and it is understood by all parties to the IGA that no in-kind services will be provided by the County. Furthermore, if approved, the \$84,535 contribution from the County is the extent of its involvement.

Supervisor Marcanti added that the prior concern with regard to this item was having the funds to complete the project. The funding has now been addressed in the aforementioned IGA. Supervisor Marcanti advised that he is comfortable with the County moving forward with this project.

Vice-Chairman Martin made a motion to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (Provisional) to provide an economic development grant in the amount \$84,535 to be used for the site preparation for a cosmetology lab at the Payson Campus of Gila Community College.

Chairman Pastor stated that an amended motion was provided to each Board member by Don McDaniel, County Manager. Vice Chairman Martin withdrew her motion and suggested that another Board member make the motion.

Supervisor Marcanti then made a motion to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (GCC) to provide GCC an Economic Development Grant in the amount of \$84,535 to be used to fund a contract for site preparation for a cosmetology lab at the Payson Campus which the Board of Supervisors determines will improve or enhance the economic welfare of the inhabitants of Gila County; said grant to be provided from the Natural Resources Fund of the approved County FY 2013-2014 Budget. Vice-Chairman Martin seconded the motion, which was unanimously approved by the Board.

B. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 041414 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department.

Jeff Hessenius, Finance Director, requested that the Board approve the advertisement of the invitation for bids in order to continue to receive fuel and lubricants without a lapse in service as the current contract will expire on June 25, 2014.

Chairman Pastor inquired if the award of the contract for fuel and lubricants would be presented to the Board at its June 24th meeting, and whether there were any changes to the contract. Mr. Hessenius replied that there were some

minor changes to the contract, but there were no material changes to the contract. Chairman Pastor verified that the Oil Price Information Service (OPIS) was present in the contract, to which Mr. Hessenius affirmed that was correct.

Supervisor Marcanti stated that he had requested this item to be placed on this meeting agenda to ensure that there was time to advertise an invitation for bids, as time ran out last year and an invitation for bids was not issued by the County, so the Board extended the current contract for one additional year.

Vice-Chairman Martin commented regarding recent fuel/lubricant spills in Star Valley and Young. She asked, "Who is paying for the cleanup of these spills?" She also inquired if the contract contains language regarding the handling of this type of incident, should it occur in the future. Chairman Pastor replied that the contract does address concerns such as oil spills. He added that all of his questions regarding the details and specifications of the contract were answered prior to this meeting.

Mr. Hessenius directed Vice-Chairman Martin's inquiry to Steve Stratton, Public Works Division Director, to speak specifically to the spill in Star Valley. Mr. Stratton stated that the County most recently received a bill which was for the oil spill in Star Valley and that the spill was cleaned up inside the containment area using clay cat litter and the labor was charged to the contractor. The previous bills were for a spill in Pleasant Valley which was more extensive and required more work and the contractor turned the bill in to their insurance company for payment. Mr. Stratton added that Rich Petrus, a geologist with Atwell, LLC and the County's consultant on the landfills and environmental spills, was contacted to assist with the remediation of the situation. Chairman Pastor inquired if the County was required to report the incident to the Arizona Department of Environmental Quality (ADEQ) and if the spill was due to equipment failure. Mr. Stratton replied that the amount of the spill was approximately 30 to 50 gallons and it was reported; however, he clarified that the spill was not due to equipment failure. The fuel/lubricant was delivered on a holiday and when the spill was discovered by a local resident, Eddie E. Wisdom, he informed Mr. Stratton and it was determined that the County did not have the expertise to handle the remediation of the contaminated soil under the tank.

Vice-Chairman Martin asked if the County was notified of the spill and if the County had ever known of an oil spill such as this one. Mr. Stratton replied that the contractor did not inform the County and that he didn't know of any other oil spills during his tenure with the County.

Chairman Pastor inquired if there were spill containers located outside the tanks and if the County had ever been cited for not having adequate equipment. Mr. Stratton explained that the tanks are double-wall tanks and

one is located in Star Valley. Mr. Stratton added that all County facilities are in compliance in having double-wall tanks and the County had not been cited to his knowledge. He then stated that the accumulation of related costs of this spill has been forwarded to Juley Bocardo-Homan, Human Resources Assistant, assisting in Risk Management, to contact the petroleum company.

Chairman Pastor directed Mr. McDaniel and Mr. Hessenius to request a status report from Mr. Stratton regarding the series of events that occurred thus far related to this incident and until such time as this matter has been concluded.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the advertisement of Invitation for Bids No. 041414 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Larry Stephenson, Gila Community College District governing board member and a resident of Payson, thanked the Board on behalf of the residents in northern Gila County for approving the cosmetology program in Payson, thus benefiting both northern and southern Gila County to promote economic health. He also thanked the Board for the partnership with the Gila Community College and the Northern Arizona Vocational Institute of Technology.

Samuel Moorhead, President Gila Community College District and a resident of Globe, thanked the Board for its continued support of educational services in Gila County.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors,
Chairman Pastor adjourned the meeting at 10:24 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: May 6, 2014

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Bryan B. Chambers, Deputy Attorney Principal; and Laurie J. Kline, Deputy Clerk.

ABSENT: Marian E. Sheppard, Clerk of the Board

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Kendall Rhyne led the Pledge of Allegiance and Pastor Gary Bowser of the Star Valley Baptist Church in Payson delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Resolution No. 14-05-03, which approves Gila County Planning & Zoning Department Case No. CUP-14-03, an application submitted by James Thibault for a Conditional Use Permit on Assessor's tax parcel number 301-28-008T located at 5752 W. Brybegil Lane, Pine, in order to allow construction of a shed prior to the construction of the residence upon this parcel.

Bob Gould, Community Development Division Director, stated that per County policy the applicant as stated above submitted an application for a conditional use permit (CUP). The Gila County Planning & Zoning Commission held a public hearing that was duly advertised and posted on April 17, 2014. The vote was unanimous to recommend the Board of Supervisors' approval of said CUP request contingent on the stipulations as set forth in Exhibit A of Resolution No. 14-05-03. The applicant stated that the recreational vehicle (RV) currently on the parcel was present when the parcel was purchased. It is

not inhabitable and will be removed prior to any new structures being placed on the parcel. Planning and Zoning Department staff recommend approval contingent upon the applicant complying with the following conditions, which are attached to the resolution:

- 1) The shed is only used for storage.
- 2) All outdoor lighting shall be shielded from adjoining residential uses.
- 3) The RV will be removed prior to adding the shed to the property.
- 4) No business activities will be carried out with this shed.
- 5) This conditional use permit will become effective when the RV is removed from the property.

Vice-Chairman Martin inquired if the shed would be removed or remain upon completion of the construction of the residence, to which Mr. Gould stated that the applicant would not need permission to keep the shed on the property once the residence is constructed and inhabited. She then verified that the CUP would be null and void once the residence is constructed, and Mr. Gould replied that she was correct.

Supervisor Marcanti stated that he didn't have any issues with approving the CUP request as long as there were no objections or complaints from neighboring residents. Mr. Gould stated that there were no objections or complaints received from the public during the comment period.

Chairman Pastor clarified that the RV is currently located on the property and is not inhabited and that it will be removed from the property upon approval of the CUP request. Mr. Gould replied that currently the RV is not connected to any utilities and it will be removed from the property upon approval of the CUP request. There will also be a property inspection by the Community Development staff to verify compliance with the conditions of the CUP. Chairman Pastor stated that once the primary use has been established by the construction of a house, the CUP would no longer be necessary because the applicant would be in compliance, whether or not the shed was located on the property. Mr. Gould affirmed that Chairman Pastor was correct.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-05-03, which approves Gila County Planning & Zoning Department Case No. CUP-14-03, an application submitted by James Thibault for a Conditional Use Permit on Assessor's tax parcel number 301-28-008T located at 5752 W. Brybegil Lane, Pine, in order to allow construction of a shed prior to the construction of the residence upon this parcel. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to adopt Resolution No. 14-05-04, which approves Gila County Planning & Zoning Department Case No. CUP-14-02, an application submitted by Ray Stephens for a Conditional Use Permit on Assessor's tax parcel number 301-19-007R located at 3465 Harps Way, Pine, in order to operate a wine making business in the basement of his home.

Mr. Gould stated that Ray Stephens submitted an application for a conditional use permit (CUP) as stated above. Mr. Stephens has agreed to abide by all conditions recommend by the Planning and Zoning Commission and the Board of Supervisors. The location for the wine-making business is in an R1-D12 zoning district which allows for a cottage industry. Mr. Stephens currently operates a cannery business at this location and adoption of the resolution as stated above would allow for adding wine-making to his business. Staff concurs with the Planning and Zoning Commission's recommendation of approval of this application contingent upon the following stipulations:

- 1) That no more than three employees that are nonresidents may be employed at any given time.
- 2) That the current floor area being used in the business, in the basement of the home is acceptable with no expansions into other areas of the home.
- 3) That prior to initiating the winery business the applicant shall submit approval to operate from the Gila County Health Department.
- 4) No business activities or advertising shall be visible from the roadway or adjacent properties.
- 5) That the use does not cause any sustained or unpleasant or unusual noises or vibrations or noxious fumes or odors, or cause any parking or traffic congestion in the immediate neighborhood.
- 6) No on-street parking.
- 7) Prior to opening a winery business, the applicant shall submit a copy of a Series 13 Domestic Farm Winery License issued by the Arizona Department of Liquor Licenses and Control.

Mr. Gould stated that there was a letter received from one of the adjoining neighbors recommending approval of the CUP. Vice-Chairman Martin stated that considering the fact that Mr. Stephens currently has the cannery business, adding another product wouldn't have any negative impact. Supervisor Marcanti inquired if Mr. Stephens would be selling bottles of wine out of his home to visiting customers. Mr. Gould replied that Mr. Stephens indicated that there wouldn't be any foot traffic to purchase wine out of his home. Chairman Pastor asked for clarification regarding the concern of Mr. Stephens outgrowing the limitations of the cottage industry designation. Mr. Gould assured the Board that Mr. Stephens is well aware of the restrictions of not having more than three non-residents employed and not having more than 50% of the floor space used for production of goods and, finally, no customer traffic to the home would be permitted. Chairman Pastor commented that if

there are any complaints from neighboring residents, the Board would address them at a future Board meeting.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 14-05-04, which approves Gila County Planning & Zoning Department Case No. CUP-14-02, an application submitted by Ray Stephens for a Conditional Use Permit on Assessor's tax parcel number 301-19-007R located at 3465 Harps Way, Pine, in order to operate a wine making business in the basement of his home. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve Amendment No. 2 to the Professional Services Agreement with Polsinelli Shughart P.C. to extend the contract term through September 30, 2014; increase the contract amount from \$49,900 to \$100,000; and incorporate the name change from Polsinelli Shughart P.C. to Polsinelli, P.C. within the contract documents.

Bryan Chambers, Deputy Attorney Principal, stated that this contract is currently in effect and due to the fact that the initial contract was under \$50,000, it was signed by the County Manager per county policy. The contract has now been increased to \$100,000; therefore, it requires needs Board of Supervisors' approval. Additionally, this item incorporates the name change as described above.

Chairman Pastor inquired if this would be the “end of the process” and if the County will soon receive the final bills. Mr. Chambers stated that he believed that was correct due to the fact that the disciplinary presiding judge in the case has dismissed the case and the appeal time period has passed. Chairman Pastor commented that it's unfortunate that the County has to pay a much higher amount for this case. Mr. Chambers added that the case was dismissed by the disciplinary presiding judge before any evidence was requested to be provided and that, in the event evidence would have been required to be presented, the result would have been a higher cost to the County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Amendment No. 2 to the Professional Services Agreement with Polsinelli Shughart P.C. to extend the contract term through September 30, 2014; increase the contract amount from \$49,900 to \$100,000; and incorporate the name change from Polsinelli Shughart P.C. to Polsinelli, P.C. within the contract documents.

B. Information/Discussion/Action to adopt Proclamation No. 2014-07 proclaiming May 2014 as “National Drug Court Month” in Gila County. Presentation of plaque of appreciation by Kendall Rhyne, Chief Probation Officer/Court Administrator, to Honorable Robert Duber II, Gila County Superior Court Judge.

Kendall Rhyne, Chief Probation Officer/Court Administrator, commented that there were a number of employees from the Probation Department as well as drug court participants in the audience. He stated that Gila County has been involved with “problem solving courts” for approximately 15 years and Judge Robert Duber has been involved for 12 of those years, and the courts have served over 300 clients in both northern and southern Gila County. He added that drug courts have saved the County a considerable amount of money over the last 15 years and they have been beneficial to many residents of Gila County. Mr. Rhyne then read aloud the proclamation.

Vice-Chairman Martin recommended that everyone visit a drug court and view the phases of this impressive program. She gave kudos to this program where 75% of the drug court participants do not return to drug court. She added that she has witnessed young children giving thanks for drug courts having changed their parents. Supervisor Marcanti added that he agreed that this program is very positive and stated that Judge Duber has done a good job. Chairman Pastor stated that he was proud to adopt this proclamation and present the award of appreciation to Judge Duber at this time.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2014-07 proclaiming May 2014 as “National Drug Court Month” in Gila County. Presentation of plaque of appreciation by Kendall Rhyne, Chief Probation Officer/Court Administrator, to Honorable Robert Duber II, Gila County Superior Court Judge. **(A copy of the Proclamation is permanently on file in the Board of Supervisors’ Office.)**

Mr. Rhyne then read aloud the inscription on the appreciation plaque that was presented to Judge Duber. Judge Duber thanked the participants for being in the audience and gave kudos to the Probation Department for administering their skills with a regard for helping participants using positive reinforcement. He implored the Board to be alert to finding funding sources and programs that will help women that would not be in jail if they had an alternative place to be such as the County’s “Steps” program which is only available to men. Judge Duber stated that there is a need for women that, if fulfilled, would go a long way.

C. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (Provisional) to provide an economic development grant in the amount \$84,535 to be used for the site

preparation for a cosmetology lab at the Payson Campus of Gila Community College.

Tommie Martin, District 1 Supervisor, stated that this item was presented to the Board on February 4, 2014, with \$40,000 being available from Northern Arizona Vocational Institute of Technology (NAVIT). She then stated that at the time the cosmetology program was instituted in Globe, it was a Gila Community College (College) Board decision and a Gila County management decision to test the successfulness of the program before expanding the program to Payson. The cosmetology program has been successful in Globe by not only paying for itself but providing income for the College. NAVIT has now increased its pledge to \$160,000 to help institute a cosmetology program in Payson contingent upon completion of the project by August 1, 2014. This larger amount would be used to purchase, retrofit, and furnish the building. The College had \$40,000 when this endeavor started, but has now increased the amount it can contribute to \$60,000 to do part of the trenching and aesthetic work to the outside areas in order to make the building fit in with the rest of the campus. An amount of approximately \$85,500 is needed, so Vice-Chairman Martin requested that the County partner in this endeavor by providing that amount to do the site preparation for the building. She cautioned that the NAVIT money will not be available if the County and College don't commence and complete this project by August 2014. Vice-Chairman Martin advised that Pamela Butterfield, Gila Community College Payson Campus Dean/Advisor, was present in Payson to answer any questions.

Supervisor Marcanti expressed concern with the costs outlined in the bid documents in the line item regarding alternates. He mentioned the costs associated with the Arizona Public Service (APS) primary electrical line, the transformer, the electrical engineering and also the site work including trenching. He estimated this portion of the cost to be approximately \$40,000 to \$50,000. He wanted assurance that the College will be able to "front" the money for this portion of the project before the Board authorizes the requested funding from the County.

Dr. Stephen Cullen, Gila Community College Senior Dean, stated that when the request for proposal was released to the local newspapers of record in both northern and southern Gila County, there was a list of alternates that was provided to the College. Upon a review of the list of alternates, it was determined that one of the line items could be removed, that being the covered sidewalk and a canopy at a cost of approximately \$19,000. It would be necessary to upgrade the electrical that exists in the modular building and the exterior would have to be finished using stucco at a cost of approximately \$10,000. Dr. Cullen stated that he believed that the amount the College would be required to contribute would be approximately \$59,735. Dr. Cullen added that when this issue was initially presented to the Board, it was discussed that an option may have included the County providing the trenching for water,

sewer and power; cutting the asphalt; preparing the pad; and trenching for the conduit for the main campus for I.T. (information technology) purposes. Chairman Pastor clarified that this amount of \$59,735 is for trenching, etc. and it is in addition to the approximate amount of \$84,000 to be donated by the County. Dr. Cullen affirmed that Chairman Pastor was correct and he feels confident that the College will be able to locate the funds for the project; however, he would need approval from the College District Board of Directors for the additional funding, the alternate list in the bid, and the additional trenching. He advised that a College Board of Directors' meeting is scheduled on May 15, 2014, to determine if the College Board will approve spending \$60,000 in order to take advantage of the available NAVIT funds and possible County contribution. Dr. Cullen advised that funding from the County and NAVIT would generate \$237,000 for this project.

Chairman Pastor advised that the bid documents include language that "the County has committed their resources per the direction of Gila County," but he expressed frustration that all conversations regarding this issue have not been open and transparent. He requested that the entire Board be provided an update of activities and discussions before a vote is taken to release County economic development funds. Chairman Pastor commented that in February of this year Vice-Chairman Martin requested that a County Long Range Facility Management Plan be implemented in order to plan for projects such as this one; however, this particular project was not budgeted or planned. He then stated that in discussions with County Manager Don McDaniel and Finance Director Jeff Hassenius, it was determined that the County doesn't have \$84,000 to spend on an unbudgeted project for the current fiscal year. Chairman Pastor stated that he has always been a strong supporter of the College and that he supports this project, but he wants some answers with regard to the funding for this project.

Vice-Chairman Martin responded that she and Steve Stratton, Public Works Division Director, had been to the site at the Gila Community College Payson Campus. She believes there was a miscommunication regarding the work that was done by the County with respect to the Globe campus, which may have caused an unrealistic expectation of what the County could provide with regard to the Payson campus. She advised that Mr. Stratton talked with Dr. Cullen with regard to assistance that could be provided by the County and it was determined that the only assistance the County could provide toward this project is a monetary contribution to do the site preparation for the placement of the building. She believes that the alternates listed in the bid documents were discovered during the conversation between Mr. Stratton and Dr. Cullen. Vice-Chairman Martin stated that she was not aware that the College had not approved spending their portion of funds for this project; therefore, she proposed that the Board of Supervisors' motion should be contingent upon the College Board's approval to spend these funds on this project. Vice-Chairman Martin stated that in looking at the available funds left in the County current

fiscal year budget, there is approximately \$25,000 left in two funds; the economic development fund and the community agencies fund. There is also approximately \$85,000 in the natural resources fund that is not earmarked and has been approved for this type of project.

Chairman Pastor inquired if Vice-Chairman Martin would be willing to utilize funds from the natural resources fund of which he believes those funds are specifically to be used for forest protection and forest projects. He added that the heavy fire season is present and those funds may be needed. Vice-Chairman Martin suggested that the amount of \$25,000 that remains in the economic development and community agencies funds should be used first and the remaining amount should be taken from the natural resources fund. She emphasized that to her knowledge no deals were made nor were there any decisions made with regard to this project outside of today's Board conversation. She added that she didn't want to lose the opportunity with NAVIT for the \$160,000 nor did she want to take the funds out of the funds the County already provides to the College. She did want to take action on this item contingent upon the College approving to spend \$60,000 for their portion of this project.

Chairman Pastor re-stated his concern about using natural resource funds for anything other than forest protection in Gila County.

Supervisor Marcanti recalled that during the Board of Supervisors' February 4th meeting, there was a discussion regarding the assistance the County would be allowed to provide, such as performing site preparation work or purchasing the modular building. His concern is that the College Board needs to approve funding a portion of this project and that language to that effect is not in the Intergovernmental Agreement (IGA) at this time. He stated that that language should be in the agreement before moving forward.

Vice-Chairman Martin stated that once the College has the necessary approvals and makes the necessary changes to the IGA, this Board would be in a position to act quickly so as not to delay the project. Chairman Pastor replied that it may have been possible to move forward on this item had there been better communication among the Board.

Dr. Cullen stated that he would request the College Governing Board of Directors to schedule a special meeting in order to address and take action on this item. Prior to that meeting, he felt it would be beneficial to revise the IGA to include language that the College Board has committed \$60,000 to this project. Vice-Chairman Martin asked if a special meeting could be held by the Board of Supervisors. Chairman Pastor replied that the next scheduled Board meeting is May 20th and stated that he will be out of the office; Vice-Chairman Martin added that she, too, will be out of the office. It was agreed that the Board of Supervisors would schedule a special meeting on May 13th and in the

meantime, Finance Director Jeff Hessenius could review the budget to see if there are available funds. He then directed Bryan Chambers, Deputy Attorney Principal, to review the IGA as it will change. Vice Chairman Martin asked if this item should be continued until next week.

Chairman Pastor advised that he would like Mr. Stratton to provide the Board with information as to the involvement and commitments made by Mr. Stratton thus far and to explain the involvement of the County with Jerry Farr. Mr. Stratton replied that he had looked at the modular building site twice and he called upon Mr. Farr to also look at it. He explained that Mr. Farr retired from the County; however, on occasion he is hired as a temporary employee to assist with employee training and for other purposes. Mr. Farr recommended a different location which he feels would be better suited for this project. Chairman Pastor directed Mr. Stratton to provide a report on the services provided by Mr. Farr and a report as to his employment status with the County. He also stated that he wasn't aware that the County used Mr. Farr for construction consulting services. He thought that the County utilized Mr. Farr's services for training purposes. Mr. Stratton added that he directed Mark Guarena, Gila County Engineer, to measure the invert elevation of the manhole. Chairman Pastor clarified that this was the type of in-kind services provided for this project thus far prior to this agreement being approved, to which Mr. Stratton concurred.

Mr. McDaniel requested clarification on the project with regard to the trenching and site preparation. Dr. Cullen replied that moving forward with this project is contingent upon Board of Supervisors' approval. He clarified that the trenching and site preparation is included in the \$60,000 to be funded by the College and it is included in the list of alternates contained in the bid documents, which are attached to this agenda item. Supervisor Marcanti added for clarification that he understood that the County would not be responsible for any trenching or site work. Chairman Pastor asked for clarification with regard to \$30,000 that is not designated, and clarified that it's part of the alternates and included with the \$60,000. Dr. Cullen added that the \$30,000 is part of the \$60,000 amount that the College will provide, and the funding request to the County is for the original amount as stated in the original IGA. Chairman Pastor advised that the \$60,000 amount to be provided by the College is contingent on the College Board approving the expenditure. He stated that the Board needs to determine which County fund will be used to provide this funding request. He then directed Mr. McDaniel and Mr. Stratton to meet and ensure that the details of this project are clearly stated prior to the May 13th meeting.

Chairman Pastor asked for a motion to continue this item to a Special Meeting to be held on May 13, 2014. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously continued this agenda item to a Special Meeting to be held by the Board of Supervisors on May 13, 2014.

D. Information/Discussion/Action to adopt Proclamation No. 2014-06 proclaiming May 2014 as Building Safety Month in Gila County.

Mr. Gould stated that Arizona Governor Jan Brewer has enacted a proclamation declaring the month of May as Building Safety Month. Each year the International Code Council Foundation celebrates Building Safety Month during the month of May. He described this year's weekly topics as follows: 1) Code Officials Keeping Fire in its Place; 2) Code Officials Helping Homeowners Weather the Storm; 3) Code Officials Surround your building with Safety, and; 4) Code Officials Building a Brighter More Efficient Tomorrow. Chairman Pastor advised that it would be beneficial to have all of this information on the Gila County website. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2014-06 proclaiming May 2014 as Building Safety Month in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

E. Information/Discussion/Action to request additional and revised financial information ensuring the viability of the successful purchase and operation of the Roosevelt Lakeview Park, and to continue this item for consideration at the June 3, 2014, Regular Board Meeting.

Bob Gould stated that this item has been in process for approximately a year and a half. The County has been provided with the business plan which contains quite a bit of financial information. County staff has reviewed the financial data and Mr. Gould stated that it appears that Mr. Buckmaster is very capable of assuming the responsibility of the debt to purchase Roosevelt Lakeview Park. A record of survey was submitted to the County which shows the site as being approximately 30.6 acres and an appraisal was submitted which shows a property value of approximately \$322,000. A loan packet was also included from "DKT" for a bridge loan for two years in the amount of \$350,000. Mr. Gould stated that the loan package isn't satisfactory to County staff and there may not be sufficient time for Mr. Buckmaster to secure a permanent loan for the project in time for the June 3rd Board meeting. He advised that Jeff Hassenius, Finance Director, and Don McDaniel, County Manager, have been involved in this review and may be able to answer questions regarding this item.

Vice-Chairman Martin commented that the County may want to put a little more time into this effort; however, at some point an agreement needs to be made whether or not it's a viable pursuit. Supervisor Marcanti commented that the discussion regarding this item at this time is a continuation of the process with the goal of helping the residents of Roosevelt Lakeview Park. Chairman Pastor inquired if Mr. Buckmaster has been cooperative in providing the requested information to the County. Mr. Gould replied that the County has received all of the requested information from Mr. Buckmaster and that he

has not requested that Mr. Buckmaster secure a permanent loan. Chairman Pastor inquired if, to Mr. Gould's knowledge, the Forest Service was pressuring Mr. Buckmaster to move forward with this project. Mr. Gould stated that he has had discussions with Forest Service personnel and they have indicated that this process has taken much longer to complete than anticipated.

Mr. Hessenius added that if Mr. Buckmaster is embarking on this long-term project, he should secure long-term funding rather than a short-term solution. Chairman Pastor inquired if Mr. Buckmaster has been advised to secure long-term funding. Mr. Hessenius replied that Mr. Buckmaster had not been advised to secure long-term funding.

Mr. McDaniel cited the issues which prohibit the County from moving forward with this project at this time: 1) Short-Term Bridge Loan - There is a requirement that the lender be the first name on the deed, whereby in the event that Mr. Buckmaster defaults on the loan, the lender would take ownership; and 2) Forest Service Requirement - The jurisdiction that purchases the property must maintain the property through its ownership for a minimum of 15 years.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously requested additional and revised financial information ensuring the viability of the successful purchase and operation of the Roosevelt Lakeview Park, and continued this item for consideration at the June 3, 2014, Regular Board Meeting.

F. Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for SCUBA equipment in the amount of \$37,375 for the period of October 1, 2014, through September 30, 2015.

John France, Deputy Sheriff Sergeant, stated that the grant referenced above is entitled Critical Incident Responder Safety and Health Grant. The funds will enable the Sheriff's Office to purchase additional self-contained underwater breathing apparatus (SCUBA) equipment such as dive computers in order to enhance the effectiveness of the dive team, and the equipment the dive team uses and provide for consistency in computer equipment. He added that Gila County serves as a training environment for other Arizona law enforcement agencies, and the new equipment will allow the Sheriff's Office to enhance the ability to address hazard mitigations, conduct search and rescue activities, carry out underwater crime scene management, respond to critical incidents within the waters of Gila County and continue to provide resources to other law enforcement agencies in Gila County and throughout Arizona. An item that the Sheriff's Office will also be able to purchase via this grant is an underwater metal detector used to scan the water which will create a safer environment by reducing the amount of time divers are in the water. A trolling motor will

accompany the metal detector to reduce engine wear and tear, and fuel on the dive boat. Since the time the grant application was submitted, the amount of the grant was reduced by \$2,000 which makes the grant amount \$35,375. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously ratified the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for SCUBA equipment in the amount of \$35,375 for the period of October 1, 2014, through September 30, 2015.

G. Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application for speed enforcement to the Governor's Office of Highway Safety in the amount of \$21,899.26.

Keith Thompson, Deputy Sheriff Lieutenant, explained that the speed enforcement equipment in the patrol vehicles that the Sheriff's Office is currently using is outdated. The grant will allow for the purchase of 10 new speed enforcement radars that will actually be mounted in the console of the vehicles which is safer than the speed enforcement radars currently in use that are mounted on the dash boards of the patrol vehicles. This grant will also allow for replacement of the inoperable speed enforcement radars the Sheriff's Office has in inventory that would cost more to repair than to replace. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously ratified the Sheriff's Office electronic submission of a Grant Application for speed enforcement to the Governor's Office of Highway Safety in the amount of \$21,899.26.

H. Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for a communications upgrade in the amount of \$77,738.

Mr. Thompson described some of the challenges with the current communications system used by the Sheriff's Office and stated that there have been issues communicating with Sheriff's deputies in the field as well as difficulties communicating with intergovernmental agencies surrounding Gila County. He stated that receiving this grant funding will allow for the purchase of updated and current communications equipment for use by the Sheriff's Office. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously ratified the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for a communications upgrade in the amount of \$77,738.

I. Information/Discussion/Action to approve a Letter of Agreement (Number 2014-04) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of \$35,000 for the period of January 1, 2014, through December

31, 2014, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program.

Travis Baxley, Task Force Commander, stated that Gila County is the leader in marijuana eradication. In 2013, the Sheriff's Office investigated over 90 marijuana eradication cases, successfully located 11 marijuana groves which included both indoor and outdoor suppression, and seized 12,890 marijuana plants which weighed approximately 19,335 pounds and had a "street value" of approximately \$16,434,750,000. These marijuana eradications spanned across the White Mountain Apache Tribe Reservation, Tonto National Forest, Yavapai County and San Carlos Apache Tribe Reservation. He stated that this grant provided by the Drug Enforcement Agency will provide overtime pay only for time directly spent in marijuana eradication activities by the Gila County Sheriff's Office and other involved law enforcement agencies at the pay rate of regular time and a half. He added that the funds are not to be used for the purchase of any equipment. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a Letter of Agreement (Number 2014-04) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of \$35,000 for the period of January 1, 2014, through December 31, 2014, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program.

J. Information/Discussion/Action to approve a Property Lease Agreement with Central Arizona College for office space at the Casa Grande One-Stop Center from May 1, 2014, through June 30, 2015, for a monthly rental rate of \$9,728.25.

Malissa Buzan, Community Services Division Director, requested that the Board approve this lease agreement as stated above for the Workforce Investment Act Program, specifically the Gila/Pinal Workforce Investment Area, and its One-Stop Center located in Casa Grande. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a Property Lease Agreement with Central Arizona College for office space at the Casa Grande One-Stop Center from May 1, 2014, through June 30, 2015, for a monthly rental rate of \$9,728.25.

K. Information/Discussion/Action to approve a Supplemental Nutrition Assistance Program (SNAP) Community Organization Partner Application for federal fiscal year 2015 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program which, if approved, will allow Gila County to become a SNAP Organization Partner and be reimbursed for expenses in an estimated amount of \$9,568.95 for the period of October 1, 2014, through September 30, 2015.

Ms. Buzan stated that the Arizona Community Action Association (ACAA) provides for the above referenced statewide grant funding program for which the Gila County Community Action Program is eligible to apply. The grant provides for financial reimbursement to the County for expenses relating to client case management and offers additional tools to assist the County in administering the program to the citizens of Gila County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a Supplemental Nutrition Assistance Program (SNAP) Community Organization Partner Application for federal fiscal year 2015 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program which, if approved, will allow Gila County to become a SNAP Organization Partner and be reimbursed for expenses in an estimated amount of \$9,568.95 for the period of October 1, 2014, through September 30, 2015.

Chairman Pastor recessed the meeting at 11:40 a.m. and reconvened the meeting at 11:48 a.m.

L. Information/Discussion/Action to approve the purchase of the NAPA Building at 110 W. Main Street in Payson, Arizona, in an amount not to exceed \$450,500 as part of the Long Range Facility Management Plan to expand the Payson County Complex, and authorize the Chairman's signature on the title documents and deed.

Steve Stratton, Public Works Division Director, stated that the County's Long Range Facility Management Plan was discussed at the February 25, 2014, Board of Supervisors' Work Session and, at that time, it was agreed by the Board that that the Gila County Courthouse Payson Complex needed an upgraded facility for security reasons and for the safety of the public and County employees. There is a property that is being considered for purchase, which currently houses the NAPA (National Auto Parts Association) auto parts store and it is located near the Courthouse and jail in Payson. An appraisal was ordered with the information that the building (store) will be demolished and it was for \$320,000, and a copy of the appraisal was provided to Mr. Barcom. An offer was made to Mr. Barcom in the amount of \$350,000. Mr. Barcom ordered an appraisal with the information that the property was an income property; consequently, that appraisal was in the amount of \$430,000. There were discussions with Mr. Barcom and he researched Arizona Revised Statutes with regard to relocation fees and felt he was due an additional \$20,000. In discussions with Don McDaniel, County Manager, and Bryan Chambers, Deputy Attorney Principal, a purchase offer was given to Mr. Barcom in the amount of \$440,000 which Mr. Barcom did not accept. Mr. Barcom stated that he wanted \$450,500 which includes relocation expenses and emphasized that he had planned to use the rental income from the building currently used as the NAPA auto parts store as part of his retirement.

Vice-Chairman Martin stated that she understood the difference in the two appraisals and felt that \$430,000 to purchase the building and property was a fair price. She explained that by using an approximate income amount of \$50,000 per year and multiplying that number by 10 would equal a fair purchase price. The amount would include relocating the business owner. She then stated that Mr. Barcom was present in Payson and wanted to provide additional comments. Supervisor Marcanti inquired if Mr. Barcom was obligated by contract to pay for the relocation cost of the tenant if he owns the building? Mr. Barcom is seeking to purchase another building in order to lease it to the current tenant and he asked for clarification as to the additional \$20,000. Mr. Stratton clarified that Mr. Barcom intends to lease the new building space to the same business owner. Mr. Barcom has had discussions with the business owner regarding relocating him to a different location.

Chairman Pastor verified with Mr. Stratton that the original appraisal was \$320,000 and Mr. Barcom negotiated an amount of \$430,500; further, the most recent price request was \$450,500, to which Mr. Stratton replied that Chairman Pastor was correct. Chairman Pastor added that Mr. Barcom should pay for any relocation costs resulting from the sale of the building, but stated that comment was his personal opinion.

Chairman Pastor stated that it's not prudent for the County to use taxpayer money foolishly. He added that staff has provided a proposal and not provided the information with regard to which County fund will be used for this proposed purchase, and he added that the County doesn't need to spend money that was not budgeted. Chairman Pastor advised that he understands long range facility planning; however, it doesn't make sense to him at present to spend \$450,500 to demolish a building and provide temporary parking. He emphasized that he supports the expansion of County facilities, but not until he knows which County fund will be used for any expansions and he wants to ensure those funds have been budgeted. He commented that there has been an ongoing Classification and Compensation Study that was budgeted and questions have been still been raised whether or not the County will be able to fund the Study. He stated that Vice-Chairman Martin requested that a County Long Range Facility Management Plan be developed and implemented, which was done; however, it is not being followed. He is looking forward to the update with regard to this issue which will be presented to the Board in the near future. He was not in favor of taking a Board motion to approve this item at this time. He offered that it may be more feasible to discuss this purchase as part of the Long Range Facility Management Plan as part of next year's budget process.

Mr. McDaniel stated that at the February 25, 2014, Work Session it was discussed that the direction of the Board was to address the security and safety concerns at the Payson Courthouse and make that a priority moving forward. Staff took the direction of the Board and began preliminary steps so

as not to lose opportunities with regard to acquiring property which would address security and safety issues at the Payson Courthouse in accordance with the Long Range Facility Management Plan. Consequently, only portions of the Long Range Facility Management Plan are being presented to the Board thus far. Chairman Pastor replied that he still didn't agree with spending \$450,500 for a property that will be used for a dirt parking lot. Supervisor Marcanti stated that this information has been made available to the Board and it hasn't been a secret. He didn't understand how the County could spend this money if it wasn't in the budget. Supervisor Marcanti is in favor of moving forward, but stated that the money will have to come from somewhere because it's not in the budget.

Mr. Stratton added that Mr. Barcom is fully aware that any decisions are contingent upon Board of Supervisors' approval. To answer part of the question posed regarding funding the project, he stated that \$390,000 was remaining in the bond fund that was budgeted for the second floor remodel of the Globe Courthouse for which the request to authorize the advertisement of the Invitation for Bid is on today's agenda for consideration by the Board. Mr. Stratton stated the he expected the second floor remodel of the Globe Courthouse to be a line item on next year's budget. Jeff Hessenius, Finance Director, added that the intent was to fund this project from the Capital Improvement Projects (CIP) fund. Chairman Pastor verified that Mr. Hessenius was referring to the purchase of NAPA building in Payson. Mr. Hessenius replied in the affirmative and stated that the intent was to use the CIP Revenue Bond to purchase the NAPA building. Chairman Pastor inquired if Mr. Hessenius has talked to the judges regarding the funding, to which Mr. Hessenius replied that he had not spoken to the judges.

Vice-Chairman Martin stated that it looks like the County has the funds to get started with this project. She added that a message needs to be sent to citizens that the intent of the County is to reduce the liability and increase the safety and security of residents of Gila County. She also stated that to delay this any further may require having to order another appraisal; also that she didn't see the proposal in and of itself as being an issue. She didn't see a problem solving a liability issue in doing this project, but that she wanted to hear from Mr. Barcom before the Board makes a decision regarding this item.

Gary Barcom, property owner of 110 West Main Street in Payson, stated that he could address the Board's question with regard to the amount of funds being requested. He explained that there were two appraisals that were essentially in agreement with regard to measuring the best and highest use of the property with the exception that the first appraisal used by the County used an "opinion" of what the rental rate should be for the building at 80 cents per square foot. The second appraisal consisted of the actual rental rate that has been received from the tenant for the last six years that would continue to be received for the duration of the lease agreement which is approximately

three and a half more years. He added that with regard to the relocation expenses of \$20,000 in addition to the \$430,500, it will cost approximately \$35,000 to \$40,000 to move, so he feels the \$20,000 amount is fair. He doesn't want to move, but he doesn't want to be a part of the problem. He wants to be a part of the solution; otherwise, he and the tenant would be happy to stay and continue to have a profitable business arrangement. Consequently, he stated that he felt the asking price, which includes the relocation expense, is fair.

Supervisor Marcanti stated that the money budgeted for the second floor remodel of the Globe Courthouse should be used for what it was intended to be used and that it also is a life safety issue. He is not opposed to the amount requested to purchase the NAPA building and property although he believes that the County should schedule this purchase to take place during the next fiscal year budget.

Chairman Pastor stated that the Long Range Facility Management Plan is a viable plan; he is looking forward to receiving the revisions to the Plan from the consultant and proceeding with several of the projects within the Plan over the next two years. He added that even if the County purchases the NAPA building, there is no guarantee that the County will be able to proceed with building and/or remodeling the Courthouse and jail facility in Payson. He does not support the motion at this time.

Vice-Chairman Martin wanted to know from Mr. Barcom the answer to the question of his willingness to wait on this decision. Mr. Barcom commented and Vice-Chairman Martin re-stated that Mr. Barcom has had two extensions as a result of waiting for a decision from the County. He would be willing to ask for another extension from the owner of the new building that will be used to house the NAPA business; however, if he is unable to secure a new building then he may have to take the offer off the table.

Chairman Pastor advised that Mr. Barcom has this tenant for another three and a half years. He stated that the Board needs to have another discussion when there is funding that has been budgeted for this project.

The Board had a brief discussion with Mr. McDaniel and Mr. Hessenius and agreed to continue this item to the date set to adopt the tentative budget for Fiscal Year 2014-2015. In doing so, it provides Mr. Barcom with the information regarding the intent of the County with regard to including this project in next year's budget.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board continued this item to June 17th; however, this was an incorrect meeting date. **The correct date scheduled to adopt the Fiscal Year 2014-2015 Annual Tentative Budget is June 24, 2014.**

M. Information/Discussion/Action to approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2011, 928HZ loader, serial numbers: 0CXK01508, 0ARJ10144, 121000363707, 22029071RN, T100800799, in the total amount of \$138,620.69 which includes a trade-in allowance of \$25,000, and added costs for a handling arm, sales tax, warranty and job site delivery of the loader to the County's Star Valley yard.

Mr. Stratton stated that the County would benefit by taking advantage of the 20% (\$36,000) savings in this case by using the County's agreement with the National Intergovernmental Purchasing Alliance Company. Currently the County uses integrated tool loaders in the southern region of Gila County and is in need of an integrated tool loader in the northern region of Gila County. In purchasing this 2011 integrated tool loader (loader), it saves the County approximately \$25,000 with the trade-in allowance and by not purchasing a new loader. Mr. Stratton explained that this item was not included in the current budget; however, the Public Works Division has the option to unencumber the second half of the payment for one of the loaders currently in use for Fiscal Year 2013-2014 and use those funds to purchase the 2011 loader in Fiscal Year 2013-2014 and incur no interest. The Public Works Division would then budget the second half of the payment for loader currently in use into the 2014-2015 Fiscal Year Budget. He added that this loader would be paid for using the half-cent transportation excise tax.

Vice-Chairman Martin commented that she believes that the Public Works Division Director knows what equipment is needed and she had no problem with this item. Supervisor Marcanti stated that he agreed with that statement. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2011, 928HZ loader, serial numbers: 0CXK01508, 0ARJ10144, 121000363707, 22029071RN, T100800799, in the total amount of \$138,620.69 which includes a trade-in allowance of \$25,000, and added costs for a handling arm, sales tax, warranty and job site delivery of the loader to the County's Star Valley yard.

N. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 012114 for the 2nd floor renovations to the Globe Courthouse for the School Superintendent's Office and Assessor's Office Project.

Jeff Hessenius, Finance Division Director, stated that this item was a request to advertise the Invitation for Bid and move forward with the process of renovating the second floor of the Globe Courthouse, which is part of the County's Long Range Facility Management Plan.

Supervisor Marcanti inquired if this was part of the work that is currently being done to the front of the Globe Courthouse and if it included the restrooms. Mr. Hessenius replied that portion of work Supervisor Marcanti referred to would be part of this project.

Chairman Pastor inquired if the \$390,000 that Mr. Stratton referred to in Regular Agenda Item 3-L regarding the NAPA building would come from the Capital Improvement Project (CIP) fund. Mr. Hessenius replied that the Revenue Bond fund/CIP fund is the revenue fund earmarked for this project as stated above.

Chairman Pastor asked if this project will renovate and remodel the first floor of the Globe Courthouse in the next budget year. Mr. Stratton stated that this item is part of the Long Range Facility Management Plan to eliminate the renting of office space by the County. The plan is to relocate the restrooms on the second floor to the front area of the second floor next to the Treasurer's Office, and installing a security gate on the east side of the restrooms which would enable use of the Board of Supervisors' hearing room. There would be access to use of the restrooms but no access to the rest of the Courthouse. He also explained that the School Superintendent's Office would be relocated to the area of the hallway leading to the restrooms on the second floor and an additional four feet of the Assessor's Office, of which funds are budgeted in the current budget year. The first floor would then have space to relocate all County staff from the Michaelson Building to the Globe Courthouse; therefore, eliminating the need to rent office space at that location.

Chairman Pastor advised that the County needs to seriously find a way to move the Probation Department out of rented space at the "hospital" (which was the former County hospital at 1100 Monroe Street) and into County buildings. Mr. Stratton agreed.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the advertisement of Invitation for Bid No. 012114 for the 2nd floor renovations to the Globe Courthouse for the School Superintendent's Office and Assessor's Office project.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval to adopt Resolution 14-05-01 authorizing the County's funding match requirement of \$500.00 in order for the Gila County Probation Department to receive \$2,000.00 of additional FY 2013-2014 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

B. Approval of payment of annual dues to Eastern Arizona Counties Organization in the amount of \$6,000 for FY 13/14.

C. Approval of AG Contract No. CTY14-0004-ASF-SFO - Arizona State Forester's Cooperative Intergovernmental Agreement for the period of (4) years from the date of final signature to define the State and County partnership for the protection of forests and wild lands in terms of prevention and response activities and related costs.

D. Ratification of the Chairman's signature on Offer and Acceptance-Solicitation No. ADHS14-00003830 and the Vice-Chairman's signature on Amendment Nos. 1 and 2 to Solicitation No. ADHS14-00003830, and the submission of those documents to the Arizona Department of Health Services by the Health and Emergency Services Division in order to provide continued Newborn Intensive Care Program services on a fee for service basis for the period July 1, 2014, through June 30, 2017.

E. Ratification of the Health and Emergency Services Division's electronic submission of an Application for Emergency Management Performance Grant funds for federal fiscal year 2014 in the amount of \$114,719 to the Arizona Division of Emergency Management, and approval of the Chairman's signature on the Application.

F. Approval of a Request for Release of Funds between Gila County Housing Services and the Arizona Department of Housing, which will allow Housing Services to request a release of funds for multiple contracts and multiple years if contracts are awarded, for the period of Fiscal Year 2014 through Fiscal Year 2016.

G. Approval to accept the Gila/Pinal Workforce Investment Area's administrative modifications to the Gila/Pinal Workforce Investment Plan for Program Year 2013.

H. Approval of Unilateral Amendment No. 4 and Amendment No. 5 to Contract No. DE126000-001 between the Arizona Department of Economic Security (DES) and the Gila County Community Services Division, Gila Employment and Special Training, whereby Unilateral Amendment No. 4 pertains to background checks for employment through the Central Registry and Amendment No. 5 extends the contract period from July 1, 2014, through December 31, 2014.

I. Approval to reappoint Otto Weeden, Jr. to the Northern Gila County Range Commission for another 3-year term, retroactive from January 1, 2014, through December 31, 2016.

J. Approval of an Acquisition of Control Application for Kohl's Ranch that was submitted by Andrea Dahlman Lewkowitz, all of which pertains to an existing liquor license for Kohl's Ranch.

K. Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council to serve liquor during the 2nd Annual Cherry Creek Music Festival to be held at the Cherry Creek Lodge in Young on May 23-25, 2014.

L. Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council to serve liquor at the Annual Pleasant Valley Days to be held on July 18-20, 2014.

M. Acknowledgment of the March 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

N. Acknowledgment of the March 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

O. Acknowledgment of the March 2014 monthly activity report submitted by the Payson Regional Constable's Office.

P. Acknowledgment of the March 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

Q. Approval of the April 1, 2014, and April 15, 2014, Board of Supervisors' meeting minutes.

R. Acknowledgment of the Human Resources reports for the weeks of April 1, 2014, April 8, 2014, April 15, 2014, April 22, 2014 and April 29, 2014.

APRIL 1, 2014

DEPARTURES:

1. Jessica Madrid – Sheriff's Office – Public Health Nurse – 03/30/14 – General Fund – DOH 03/29/12

NEW HIRES:

2. Jessica Palmer – Health and Emergency Services – Animal Regulations Enforcement Officer – 03/24/14 – Rabies Control Fund – Replacing Forrest Miller

3. Jose Frayrez – Probation – Juvenile Detention Officer – 04/07/14 – General Fund – Replacing Courtland Bell

4. Juliane DeSpain – Probation – Juvenile Detention Officer – 04/07/14 – General Fund – Replacing Michelle Dooly

5. Susan O'Connor – School Superintendent's Office – Administrative Assistant (.38) – 04/07/14 – General Fund – Replacing Victoria Sanchez

DEPARTMENTAL TRANSFERS:

6. Marcus Teague Jr. – Sheriff’s Office – From Property and Evidence Custodian – To Detention Officer – 03/28/14 – General Fund – Replacing Braxton Bittner

OTHER ACTIONS:

7. Patty Comstock – Public Fiduciary – Public Fiduciary Services Specialist – 03/24/14 – General Fund – Extending probationary period for 3 months

REQUEST TO POST:

8. Sheriff’s Office – Public Health Nurse – Vacated by Jessica Madrid
9. Public Works – Building Maintenance Technician – Vacated by Daniel Gregson
10. Public Works – Automotive Mechanic – Vacated by Derek Bartling
11. Public Works – Flood Control Technician – Vacated by Sine Scott

APRIL 8, 2014

DEPARTURES:

1. Barbara Valencia – Community Services – Temporary WIA Program Coordinator – 03/27/14 – Workforce Investment Act Fund – DOH 01/01/14
2. Brittany Gonzales – Sheriff’s Office – Detention Officer – 03/26/14 – General Fund – DOH 02/10/14
3. Lyndi Roberts – Probation – Juvenile Detention Officer – 04/05/14 – General Fund – DOH 04/13/09
4. Maria Brusoe – Community Services – Social Services Case Manager – 04/25/14 – CAP Fund – DOH 11/13/00
5. Layne Johnson – Sheriff’s Office – Deputy Sheriff – 03/31/14 – General Fund – DOH 06/01/09
6. Leitha Griffin – Recorder’s Office – Voter Registration Coordinator – 04/04/14 – General Fund – DOH 08/12/13

NEW HIRES:

7. Mary Charles – Sheriff’s Office – Detention Officer – 04/14/14 – General Fund – Replacing Christopher Lisenbee
8. Anthony Curtis II – Sheriff’s Office – Detention Officer – 04/14/14 – General Fund – Replacing Clarence Rice
9. Zada Shafer – Payson Regional Constable’s Office – Deputy Constable (.48) – 05/05/14 - General Fund – Replacing David Vaughn

END PROBATIONARY PERIOD:

10. Bethany Cheney – Health and Emergency Services – Worksite Wellness Coordinator (.50) – 04/07/14 – Population Health Policy Initiative Fund

DEPARTMENTAL TRANSFERS:

11. Ashlie Enfield-Goss – Sheriff’s Office – From Accounting Clerk Specialist – To Acting Property and Evidence Custodian – 03/31/14 – General Fund – Replacing Marcus Teague

OTHER ACTIONS:

12. Rachel Wright – Clerk of Superior Court – Court Clerk (.40) – 03/17/14 – General Fund – Temporary assignment

REQUEST TO POST:

13. Recorder's Office – Recorder's Clerk – Vacated by Melanie Boyer
Recorder's Office – Voter Registration Coordinator – Vacated by Leitha Griffin
14. Public Works – Road Maintenance and Equipment Operator Senior –
Vacated by Fred Lavin and John Griffin
15. Community Services – Social Services Case Manager – Vacated by Maria
Brusoe

APRIL 15, 2014

DEPARTURES:

1. Tom Mann – Public Works – Temporary Road Maintenance and Equipment
Operator – 04/07/14 – Public Works Fund – DOH 09/04/06
2. Lasandra LaFrance – Sheriff's Office – 911 Dispatcher – 04/03/14 – General
Fund – DOH 01/06/14

NEW HIRES:

3. Pamela Beerens – Library District – Public Services Librarian – 04/28/14 –
Library Assistance Fund – Replacing Mary Stemm

DEPARTMENTAL TRANSFERS:

4. Charles Adornetto – From Globe/Payson Regional Justice Courts – To
Payson Regional Justice Court - Temporary Judge Pro Tempore – 04/08/14 –
From Globe/Payson Justice Court Surcharge Funds – To Payson Justice Court
Surcharge Fund - Globe Regional Justice Court services no longer needed

END PROBATIONARY PERIOD:

5. Sherlyn Willis – Sheriff's Office – Inmate Counselor (.48) – 02/19/14 –
General Fund
6. Johnny Sanchez – Sheriff's Office – Chief Deputy Sheriff – 01/01/14 –
General Fund
7. Bruce Tanner – Public Works – Vehicle and Equipment Mechanic Senior –
04/21/14 – Public Works Fund
8. Shayla Rincon – Globe Regional Justice Court – Justice Court Clerk
Associate – 03/15/14 – General Fund

APRIL 22, 2014

DEPARTURES:

1. Karen George – Clerk of Superior Court – Court Clerk – 04/21/14 – General
Fund – DOH 6/26/06
2. Lorraine Dalrymple – Health and Emergency Services – Health Services
Program Manager – 04/16/14 – Health Services Fund – DOH 08/30/01
3. Keri Fucci – Sheriff's Office – Administrative Clerk – 04/15/14 – General
Fund – DOH 03/10/14
4. Matthew Benson – Sheriff's Office – Detention Officer – 04/27/14 – General
Fund – DOH 12/31/12
5. Susan Dean – Sheriff's Office – Administrative Clerk – 04/18/14 – General
Fund – DOH 02/04/13

NEW HIRES:

6. Debra Espinoza – Public Works – Administrative Clerk – 04/28/14 – Public
Works Fund – Replacing Eleanor Pastor

7. Donald Simon – Health and Emergency Services – HIV Early Intervention Services Coordinator – 04/30/14 – HIV Consortium Fund – Grant funded position

8. Jennifer Meyer – Probation – Administrative Clerk Senior – 04/28/14 – State Aid Enhancement Fund – Replacing Lauryn Mooney

END PROBATIONARY PERIOD:

9. Vickey Zwall – Probation – Administrative Clerk Senior – 05/13/14 – Juvenile Intensive Probation Supervision Fund

OTHER ACTIONS:

10. Christopher McGroarty – Sheriff’s Office – From Deputy Sheriff Detective (Temporary Assignment) – To Deputy Sheriff – 04/21/14 – General Fund – End of temporary assignment

REQUEST TO POST:

11. Clerk of the Superior Court – Court Clerk – Vacated by Karen George

12. Health and Emergency Services – Temporary Public Health Emergency Preparedness Assistant – Grant funded position

APRIL 29, 2014

DEPARTURES:

1. Dana Lindsey – County Attorney’s Office – Detective – 04/18/14 – General Fund – DOH 09/20/12

2. Colt Maxwell – Sheriff’s Office – Deputy Sheriff – 04/26/14 – General Fund – DOH 09/14/09

NEW HIRES:

3. Cecelia Gonzales – Recorder’s Office – Voter Registration Coordinator – 04/28/14 – General Fund – Replacing Leitha Griffin

4. April Fogle – Probation – Administrative Clerk Senior – 05/05/14 – General Fund – Replacing Debra Tapia-Blair

END PROBATIONARY PERIOD:

5. Jillian Velarde – Clerk of the Superior Court – Court Clerk – 05/06/14 – General Fund

6. Krystal Lopez – Finance – Accounting Clerk Senior – 05/04/14 – General Fund

7. Gabriella Virgil – Finance – Accountant – 05/04/14 – General Fund

8. Joseph Bramlet – Sheriff’s Office – Detention Officer – 04/29/14 – General Fund

9. Sean Bowyer – Sheriff’s Office – Detention Officer – 04/29/14 – General Fund

REQUEST TO POST:

10. Sheriff’s Office – Civil Clerk – Vacated by Susan Dean

11. Sheriff’s Office – Records Clerk – Vacated by Keri Fucci

12. Sheriff’s Office – Records Clerk (.48) – Vacated by Gabrielle Lininger

S. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 31, 2014, to April 4, 2014; April 7, 2014 to April 11, 2014; and April 14, 2014, to April 18, 2014.

T. Approval of finance reports/demands/transfers for the weeks of April 22, 2014, April 29, 2014, and May 6, 2014.

April 22, 2014

\$570,815.05 was disbursed for County expenses by check numbers 261123 through 261288.

April 29, 2014

\$1,586,648.80 was disbursed for County expenses by check numbers 261289 through 261451.

May 6, 2014

\$413,305.59 was disbursed for County expenses by check numbers 261452 through 261604. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors,
Chairman Pastor adjourned the meeting at 12:53 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-2605

Consent Agenda Item 5. O.

Regular BOS Meeting

Meeting Date: 06/24/2014

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 5-23-14; 05-30-14; and 6-6-14

Submitted For: Jeffrey Hessenius, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 5-23-14; 05-30-14; and 6-6-14.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 19, 2014 to May 23, 2014; May 26, 2014 to May 30, 2014; and June 2, 2014 to June 6, 2014.

Attachments

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 5-23-14, 5-30-14 and 6-6-14

Agreement No. 051414 with Pleasant Valley Community Council

Service Agreement No. 051214 with KWIK KOOL Refrigeration

Service Agreement No. 051214-1 with Pueblo Mechanical

Amendment No. 2 to Contract No. 051514-2 with Lin-Cum, Inc.

Amendment No. 1 to Limited Services Contract with Horizon Human Services

Amendment No. 1 to Limited Services Agreement with Amity Foundation

Amendment No. 1 to Limited Services Contract with Norchem Testing Lab

Amendment No. 1 to Limited Services Contract with Sage Counseling

Authorization to Utilize City of Avondale Contract No. 13412 with Stanley Security Solutions

Empire Cat CSA for 911 Dispatch Generator-2014-2015

Polaris Leap Application

Amendment No. 1 to Contract No. 041114IBR with Rodriguez Constructions

Amendment No. 1 to Service Agreement No. 032514-1 with Rodriguez Constructions

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

May 19, 2014 to May 23, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Agreement No. 051414 Pleasant Valley Community Council	Agreement No. 051414 between Gila County and Pleasant Valley Community Council	\$10,000.00	5-19-14 to 5-27-14	5-19-14	Expires	Supervisor Marcanti received a request from the Pleasant Valley Community Council to contribute funding for electrical repairs that are needed at the Pleasant Valley Community Center. A quote from a contractor was attached to the request. Any funds that are remaining after the electrical repair has been completed will go toward making the restrooms at the Community Center ADA compliant.
051214 Kwik Kool Refrigeration	Service Agreement No. 051214 PGC Climatization Work	\$2,745.13	5-21-14 to 5-20-15	5-21-14	Option to renew for two (2) more one (1) year periods	The purpose of this contract will follow the Pinal-Gila Council for Senior Citizens mission to enhance the quality of life of elders and disabled through climate control services. The temperature is rising and this funding will allow the elderly and disabled to be able to live comfortably.
051214-1 Pueblo Mechanical & Controls, Inc.	Service Agreement No. 051214-1 Gila County Jail Water Treatment	\$2,393.04	6-20-14 to 6-19-15	5-21-14	Option to renew for one (2) more one (1) year periods	Contractor shall perform water treatment services on the boiler at the Globe jail every two months.
051514-2 Lin-Cum, Inc.	Amendment No. 2 to Gila County Treasurer Contract No. 051514-2 Document Vault Storage	\$5,000.00	7-1-14 to 6-30-15	5-21-14	Option to renew	Amendment No. 2 has been issued to extend the term of the agreement from July 01, 2014 to June 30, 2015. Contractor provides microfiche books vault storage service.

May 26, 2014 to May 30, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
No Contracts were executed during this period						

June 2, 2014 to June 6, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Horizon Human Services	Amendment No. 1 to Limited Services Contract General Mental Health Counseling	\$35,000.00	7-1-14 to 6-30-15	6-4-14	Option to renew for three (3) more one (1) year periods	Horizon Human Services provides general mental health counseling for court-mandated clients. Amendment No. 1 has been issued to extend the contract for one additional year.
Amity Foundation	Amendment No. 1 to Limited Services Contract In-Patient Treatment	\$35,000.00	7-1-14 to 6-30-15	6-4-14	Option to renew for three (3) more one (1) year periods	Amendment No. 1 has been issued to extend the contract for one additional year. Amity Foundation provides substance abuse in-patient treatment to probationer's.
TRM Technical Resource Management dba Norchem Drug Testing	Amendment No. 1 to Limited Services Contract Professional Drug Testing Laboratory for Detection of Chemical Substances or Alcohol	\$35,000.00	7-1-14 to 6-30-15	6-4-14	Option to renew for three (3) more one (1) year periods	Norchem Drug Testing provides drug testing services for juvenile probation. Amendment No. 1 has been issued to extend the contract term for one additional year.
Sage Counseling	Amendment No. 1 to Limited Services Contract General Mental Health Counseling	\$35,000.00	7-1-14 to 6-30-15	6-4-14	Option to renew for three (3) more one (1) year periods	Sage Counseling provides clinical and educational services to the criminal justice system and court-mandated clients. Amendment No. 1 has been issued to extend the contract term for one additional year.

June 2, 2014 to June 6, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
13412 Stanley Security Solutions	Authorization to Utilize City of Avondale Contract No. 13412 with Stanley Security Solutions	\$43,096.69	6-4-14 to 6-30-14	6-4-14	Expires	There has never been a card access system at the Payson Sheriff's Office Substation. This will improve the security at the substation as well as set parameters for each employee's access and the times. It will also record who is coming in and out and the times they accessed which doors. It is being funded by JEF funds.
0GBE00636 Empire CAT	Client Support Agreement	\$1,339.00	7-1-14 to 6-30-15	6-4-14	Expires	Renewal agreement for maintenance support and inspections for the backup generator located at the Sheriff's Office 911 Dispatch Center.
2014-0671 Polaris Library Systems	Polaris LEAP Application	\$18,041.72	7-1-14 to 6-30-15	6-4-14	Expires	The Library system utilizes Polaris software throughout their system. Currently all libraries utilizing the Gila County database, can only access the library database by entering the IP address in a remote desktop. The Leap application will enable them to go to a website and click on a link for access to the library database. Polaris also provides the same technology for a phone application-which is included in this price.
041114IBR Rodriguez Constructions, Inc.	Amendment No. 1 to Contract No. 041114IBR Globe Sheriff's Office Jail Pedestrian Bypass & Entry Gate Modification	\$977.41	6-1-14 to 6-30-14	6-4-14	Expires	Facilities has requested the contractor to increase the amount of sidewalk that was in the original scope of work, by an additional 21 feet. Amendment No. 1 was issued to cover the cost of the additional sidewalk.
032514-1 Rodriguez Constructions, Inc.	Amendment No. 1 to Service Agreement No. 032514-1 Rehabilitation Project No. HH#8069	\$903.04	4-2-14 to 6-30-14	6-4-14	Expires	Community Services has requested contractor to replace a knob and a tube in the attic of the residence for which Contract No. 032514-1 was executed. In replacing wiring from the main panel to the attic, the old knob and tube wiring needs to be replaced with Rollmex Wiring. Amendment No. 1 has been issued to cover the cost for the change in the scope of work.

AGREEMENT NO. 051414
BETWEEN
GILA COUNTY
AND
PLEASANT VALLEY COMMUNITY COUNCIL

This is an agreement between Gila County, hereinafter referred to as the *County* and Pleasant Valley Community Council, hereinafter referred to as the *PVCC*:

1. Purpose and Scope

The Pleasant Valley Community Council is a charitable, non-profit Organization which supports events for the benefit of children and families in Young, Arizona. They are registered with the Arizona Corporation Commission and have applied for a federal tax exempt status. Their mission is to get the towns' focus on the family and community events. The PVCC building is in need of repairs to their electrical system and their indoor restrooms. The Community Center is utilized throughout the year to provide events for the town of Young, which in turn generates revenue from attendance. One such event is the annual Pleasant Valley Days celebration. Last year, due to the condition of the electrical system, a substantial amount of food was lost when an electrical breaker blew during the night and the refrigerator stopped working.

The County will provide to PVCC an economic development grant of \$10,000. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11_254 and A.R.S. § 11_254.04.

Once the repairs to the electric are made, if any funds remain, PVCC will put those funds towards making the restrooms at the Community Center ADA compliant. PVCC fully understands that the contributions provided by the County shall be used for economic development in providing a safe environment for community events.

2. Term

This agreement will be satisfied when the repairs to the electrical system have been completed and when the indoor restrooms have been made ADA compliant, provided the funds exist to update the restrooms once the electrical repairs have been made.

3. General Terms and Conditions

Legal Arizona Workers Act Compliance: PVCC hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). PVCC shall further ensure that each subcontractor who performs any work for PVCC under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of PVCC'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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, PVCC 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. PVCC shall advise each subcontractor of the 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 the County may inspect the Subcontractor's books and records to insure that the 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."

Notices & Demands: All notices or demands upon the Parties shall be in writing and sent to:

Pleasant Valley Community Council
Jenny Hunt, President
P.O. Box 346
Young, Arizona 85554
Tax ID No.: 86-0424124

Gila County
John A. Marcanti, Supervisor, District III
1400 E. Ash Street
Globe, Arizona 85501

4. Indemnification

PVCC shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of PVCC or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such PVCC to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by PVCC from and against any and all claims. It is agreed that PVCC will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, PVCC agrees to waive all rights of subrogation

against the County, its officers, officials, agents and employees for losses arising from the work performed by PVCC for the County.

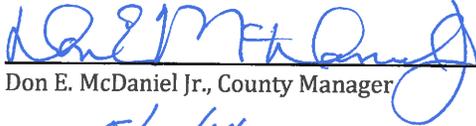
5. Cancellation

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

6. Entire Agreement

Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

GILA COUNTY


Don E. McDaniel Jr., County Manager

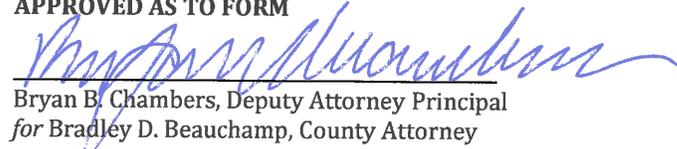
Date: 5/19/14

PLEASANT VALLEY COMMUNITY COUNCIL


Jenny Hunt, President

Date: 5/4/14

APPROVED AS TO FORM


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 051214
PGC CLIMATIZATION WORK

THIS AGREEMENT, made and entered into this 21st day of MAY, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **KWIK KOOL Refrigeration**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 051214** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 051214** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 051214**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its

owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this

Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: This contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid on a Time and Materials basis per the mutually agreed upon rate schedule found in Attachment "A" to Service Agreement No. 051214, in an amount of up to, but not to exceed without prior written authorization, \$ 2,745.13.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 051214 has been duly executed by the parties hereinabove named, on the date and year first above written.

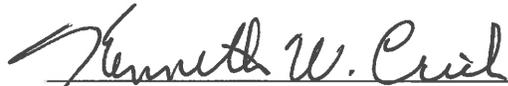
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 5/21/14

KWIK KOOL REFRIGERATION, INC.



Signature

Kenneth W. Crick

Print Name

5-13-17

KWIK KOOL Refrigeration, Inc.
Service Call Rate Chart

Basic Service Call Rate for Globe-Miami:

Residential - ~~\$50.00~~ + \$5.00 fuel surcharge

Commercial - ~~\$65.00~~ + \$5.00 fuel surcharge

**Basic Service Call Rate for Surrounding Area including Peridot, San Carlos,
Superior: Residential & Commercial - ~~\$65.00~~ + \$10.00 fuel surcharge**

**Basic Service Call Rate for Hayden, Winkelman, Kearny, Roosevelt Lake
Residential & Commercial - ~~\$75.00~~ + \$10.00 fuel surcharge**

Basic Service Call Rate for Bylas, Mammoth, Apache Jct., etc.:

Residential & Commercial - ~~\$100.00~~ + \$10.00 fuel surcharge

Hourly Rates:

Note: Can charge 30 minute minimum

One Technician:

Residential - \$50.00 (All locations)

Commercial - \$65.00 (All locations)

One Technician & Helper:

Residential - \$75.00 (All locations)

Commercial - \$97.50 (All locations)

Note: No overtime charged to customer at any time

(928) Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY
www.gilacountyaz.gov

1400 E Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 051214-1
GILA COUNTY JAIL WATER TREATMENT

THIS AGREEMENT, made and entered into this 21st day of MAY, 2014, by and between, Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Pueblo Mechanical & Controls, Inc. of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

Scope of Work

Contractor shall provide all labor and material to perform water treatment service on the boiler located at the Gila County Jail, 1100 South Street, Globe, Arizona. All work must be performed in conformance with industry standards and best practices and by a Certified Contractor in good standing.

Refer to attached Exhibit "A" to **Service Agreement No. 051214-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee

See attached "Exhibit A" to **Service Agreement No. 051214-1** by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be

caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further

agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: This contract commences on the date it is signed by the County Manager and remains in effect for a period of one (1) year from that date. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

ARTICLE 15 – PAYMENT/BILLING: Contactor shall be paid a flat fee of \$2,393.04 for completion of the project outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

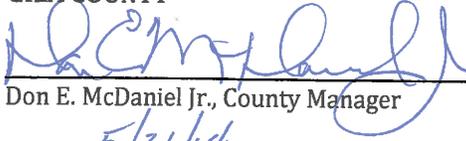
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 051214-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

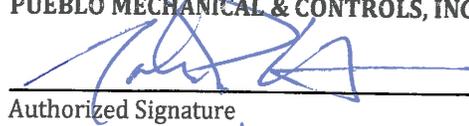
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 5/21/14

PUEBLO MECHANICAL & CONTROLS, INC.



Authorized Signature

John Neuser

Print Name



(800) 840-9170

Direct Bid – Gila County Jail Boiler Loop Water Testing & Treatment
PMC Proposal #:14-05-019

From: Pueblo Mechanical and Controls, Inc.

Date: 5-09-2014

Attn: Jeannie Sgroi - Contracts Support Specialist
 Gila County Finance
 1400 E. Ash Street
 Globe, AZ 85501
 (928) 402-8612, DSgroi@GilaCountyAz.gov

Dear Jeannie,

Pueblo Mechanical and Controls is pleased to provide the following scope for annual water treat of the Gila County Jail boiler loop;

- Test for bacteria and add treatment under normal operating conditions
- Provide testing on an every other month basis [6 tests annually] for the period starting 6/20/14 through 6/19/15
- All tests include written reports/results

We Exclude The Following:

- Repair or replacement of any existing device found inoperable.
- Repair of any leak or water treatment as a result of a major leak

Complete material, service, and labor sub total:	\$2,266.35
Mandated applicable taxes (5.59%):	\$ 126.69
Bonding [N/A]:	\$ 0.00

Total Cost:	\$2,393.04
--------------------	-------------------

Note: Progress billing authorized when/if required due to project timeline

All projects over \$50,000 must be individually bonded, projects under this amount are at the discretion of the customer; if the project is under \$50,000 by accepting this proposal you agree to waive bonding for this project. If you require bonding please contact Pueblo Mechanical immediately and we will provide quote for the bonding amount.

We look forward to providing this important service please call if you have any questions.

Sincerely,

Mark Christensen
 520-545-1044 Fax 520-545-1048
MarkI@pueblo-mechanical.com

ALL PRICES QUOTED ABOVE ARE GOOD FOR 120 DAYS

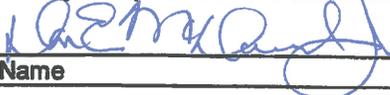
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462



(800) 840-9170

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

	<u>Don E. McDaniel, Jr.</u> Signature COUNTY MANAGER	<u>5/21/14</u> Date
---	---	------------------------

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

ALL PRICES QUOTED ABOVE ARE GOOD FOR 120 DAYS

6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com

AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

GILA COUNTY TREASURER CONTRACT NO. 051514-2 DOCUMENT VAULT STORAGE SERVICE

LIN-CUM, INC.

Effective July 01, 2012, Gila County and Lin-Cum, Inc. entered into an agreement whereby the Contractor agreed to provide document vault archival storage services for the Gila County Treasurer's Office. The agreement expires June 30, 2014 and per Page 4 of the Agreement, may be extended for an additional 12 month period.

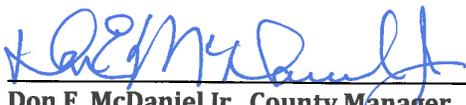
Amendment No. 1 was executed on July 1, 2013 to extend the contract term for one (1) year from July 1, 2013, to June 30, 2014 with a not to exceed amount of \$5,000.00 without prior written agreement of the County.

Amendment No. 2 will serve to extend the term of the contract for one (1) additional year, from July 1, 2014 to June 30, 2015, with a not to exceed amount of \$5,000.00 without prior written agreement of the County.

In addition **Amendment No. 2** will serve to assign **Contract No. 051514-2** to the contract for all future transactions.

All other terms and conditions and provisions of the original Contract, including previously executed Amendments, shall remain the same and apply during the July 1, 2014 to June 30, 2015 term.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 5/21/14

LIN-CUM, INC.



Charles C. Cummins, Jr.

Vice President - Client Servicing
Title



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**LIMITED SERVICES CONTRACT
GENERAL MENTAL HEALTH COUNSELING**

HORIZON HUMAN SERVICES

Effective July 1, 2013, Gila County and Horizon Human Services entered into a contract whereby Horizon Human Services agreed to provide General Mental Health Counseling as requested by the Gila County Superior Court. Per Section I, TERM OF CONTRACT, the contract period may be renewed by Gila County, for four (4) additional one (1) year periods.

The contract expires June 30, 2014. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2014, to June 30, 2015.

Amendment No. 1 will serve to extend the contract period from July 1, 2014 to June 30, 2015.

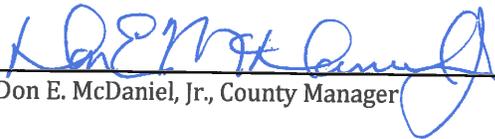
Contractor will continue to bill for services pursuant to Section VIII, PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES, of the original contract, but in no event shall charges for the July 1, 2014 to June 30, 2015 extension exceed \$35,000.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4 day of JUNE, 2014.

GILA COUNTY

HORIZON HUMAN SERVICES



Don E. McDaniel, Jr., County Manager



Authorized Signature



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

LIMITED SERVICES CONTRACT IN-PATIENT TREATMENT

EPIDAURUS dba AMITY FOUNDATION

Effective July 1, 2013, Gila County and Epidaurus dba Amity Foundation entered into a contract whereby Epidaurus dba Amity Foundation agreed to provide In-patient Treatment as requested by the Gila County Superior Court. Per Section 1.1, TERM OF CONTRACT, the contract period may be renewed by Gila County, for four (4) additional one (1) year periods.

The contract expires June 30, 2014. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2014, to June 30, 2015.

Amendment No. 1 will serve to extend the contract period from July 1, 2014 to June 30, 2015.

Contractor will continue to bill for services pursuant to Section 3.1, PRICING AND PAYMENT TERMS, of the original contract, but in no event shall charges for the July 1, 2014 to June 30, 2015 extension exceed \$35,000.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

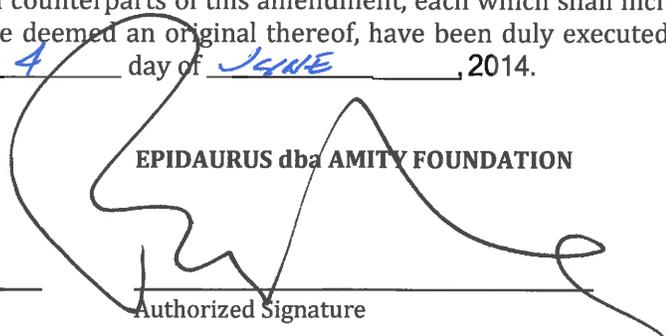
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4 day of JUNE, 2014.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

EPIDAURUS dba AMITY FOUNDATION



Authorized Signature



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**LIMITED SERVICES CONTRACT
PROFESSIONAL DRUG TESTING LABORATORY FOR DETECTION OF CHEMICAL
SUBSTANCES OR ALCOHOL**

TRM TECHNICAL RESOURCE MANAGEMENT DBA NORCHEM DRUG TESTING

Effective July 1, 2013, Gila County and TRM Technical Resource Management dba Norchem Drug Testing entered into a contract whereby TRM Technical Resource Management dba Norchem Drug Testing agreed to provide Professional Drug Testing Laboratory for the detection of chemical substances or alcohol, as requested by the Gila County Superior Court. Per Section I, TERM OF CONTRACT, the contract period may be renewed by Gila County, for four (4) additional one (1) year periods.

The contract expires June 30, 2014. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2014, to June 30, 2015.

Amendment No. 1 will serve to extend the contract period from July 1, 2014 to June 30, 2015.

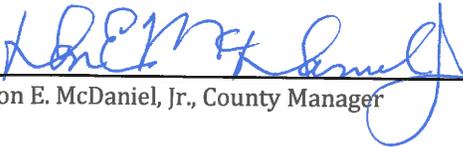
Contractor will continue to bill for services pursuant to Section VIII, PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES, of the original contract, but in no event shall charges for the July 1, 2014 to June 30, 2015 extension exceed \$35,000.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4 day of JUNE, 2014.

GILA COUNTY

**TRM TECHNICAL RESOURCE MANAGEMENT
DBA NORCHEM DRUG TESTING**



Don E. McDaniel, Jr., County Manager



Authorized Signature



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**LIMITED SERVICES CONTRACT
GENERAL MENTAL HEALTH COUNSELING
SAGE COUNSELING**

Effective July 1, 2013, Gila County and Sage Counseling entered into a contract whereby Sage Counseling agreed to provide General Mental Health Counseling, as requested by the Gila County Superior Court. Per Section I, TERM OF CONTRACT, the contract period may be renewed by Gila County, for four (4) additional one (1) year periods.

The contract expires June 30, 2014. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2014, to June 30, 2015.

Amendment No. 1 will serve to extend the contract period from July 1, 2014 to June 30, 2015.

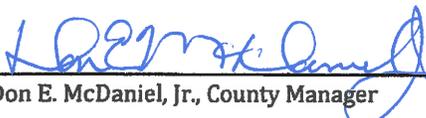
Contractor will continue to bill for services pursuant to Section VIII, PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES, of the original contract, but in no event shall charges for the July 1, 2014 to June 30, 2015 extension exceed \$35,000.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

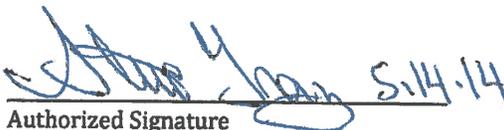
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4 day of JUNE, 2014.

GILA COUNTY

SAGE COUNSELING



Don E. McDaniel, Jr., County Manager



Authorized Signature

EXECUTIVE SUMMARY FORM

Contract Name: Card Access for Payson Sheriff's Office Substation Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)
There has never been a card access system at the Payson Sheriff's Office Substation. This will improve the security at the substation as well as set parameters for each employee's access and the times. It will also record who is coming in and out and the times they accessed which doors. It is being funded by JEF funds.

Contract End Date: 06-04-14 to 06-30-14 Renewal Option: Yes No

Maximum Dollar Limit: \$43,096.69

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue Phone No: 480-216-9273

City: Tempe State: AZ Fax: _____ Email: malvey@stanleyworks.com

Fund: Sheriff's Justice Enhancement/Sheriff/Patrol/Operating Supplies-Safety supplies Type of Funds: Restricted

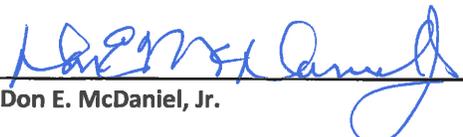
Fund Code: 3011.300.340.4110.85 Grant General Fund Other

Date Sent for Legal Review: n/a Date Returned: _____

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 4 day of JUNE _____, 2014.

GILA COUNTY MANAGER



Don E. McDaniel, Jr.

Payson Jail 1-31-14 Access Summary

Portal #	Location Description	IDF (need to confirm)	Reader Type	Special Notes
A-1	Front Door	MDF	Reader/Keypad	Mag Lock
A-2	Front Desk Interior	MDF	Reader/Keypad	Electrified lever
A-3	Main Booking/Entry	MDF	Reader/Keypad	Electrified Lever
A-4	Future Booking Area	MDF	Reader/Keypad	Electrified Precision crash bar Viking intercom w/out door release
A-5	Cage into Old Dispart	MDF	Reader/Keypad	Existing electric strike
A-6	Lobby to Office Hallway	MDF	Reader/Keypad	Electrified Lever
A-7	CI Door	MDF	Reader Keypad	Electrified Lever
A-8	Court into Hallway	MDF	Reader	Electrified Lever
A-9	Old Dispatch Exterior	MDF	Reader	Existing electric strike
A-10	Court Exterior DD	MDF	Reader	Electrified Precision Crash bar

Prepared By Matt Alvey

**For Gila County –
Payson Jail**

STANLEY

Security Solutions

4666 S Ash Ave
Tempe, AZ 85282

Services Summary

Name	Description
Basic eDataManager	Basic eDataManager provides the real-time ability to: view and edit open/close schedules, view and edit notification and contact lists, view and print alarm reports, contact the PNC data entry team, change the eDataManager access password, create service requests, view frequently asked questions and system enhancements. National Account customers can view their NA Performance Scorecard with Basic eDataManager. Limited access and usage.

Matt Alvey

Cell: 480.216.9273 Email: malvey@stanleyworks.com

Product Summary

Access Control Testing, Inspection, and Programming:

Qty	Description	Part Number	Unit Price	Total Price
1	HID RPK40 PIV Smart Card Reader w/Keypad, Black	HID-RPK40-PIV	\$644.27	\$644.27
3	SINGLE GANG READER	MT15	\$267.98	\$803.94
2	6AMP 12/24VDC PS W/ACM8 8 OTPT	AX-600ULACM	\$475.66	\$951.32
1	Intelligent Dual Reader Controller 12 VDC or 24 VDC @ 700mA, size (6" (152mm) W x 8" (203mm) L x 1" (25mm)H), (5 year lithium battery or 3 months full run) 6 MB standard cardholder flash memory, 50,000 of Event memory, maximum of 32 devices, On-board Et	LNL-2220	\$2,602.72	\$2,602.72
4	Dual Reader Interface Module (Series 2 Supports OSDP Readers) 12/24 VDC, 2 Reader Interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	LNL-1320	\$898.46	\$3,593.84
1	Lenel UL listed hardware enclosure (24 x 18 x 4.5), only with lock and tamper switch support up to six Lenel access hardware modules (UL Approved) (can house up to 6 boards)	LNL-CTX-6	\$285.22	\$285.22
1	Lenel UL Listed Hardware Enclosure (12X 16 X 4.5) Only With Lock And Tamper Switch Support Up To Two Lenel Access Hardware Modules (UL Approved)	BAS-CTX	\$154.50	\$154.50
11	1IN WIDE GAP STEEL DR CTNT BRN	SR-1078WBR	\$13.97	\$153.67
1	M32 600 LB MAG W/DUAL VOLTAGE	SN-M32	\$382.45	\$382.45
1	UNIV BUTTON W/PNEUMATIC TIMER	SF-UB1PN	\$269.93	\$269.93
4	PIR REQUEST TO EXIT SENSOR WITH SOUNDER BACK	DS161	\$115.07	\$460.28
5	Miscellaneous Hardware: electrified lever cylindrical lock with built-in RQE	93KW70EU1553625RQE	\$739.99	\$3,699.95
5	Miscellaneous Hardware: Electrified Hinge for leverset	CECD179-664.54.526D	\$156.15	\$780.75
3	Miscellaneous Hardware: Cover-up for doors with existing punch code handles that need to be removed	DON-JO	\$57.46	\$172.38
3	Miscellaneous Hardware: PHI Electrified Rim Exit Device w/ Trim	elr2103-1703a-630	\$2,094.36	\$6,283.08
1	Miscellaneous Hardware: Power supply for up to 3 Precision exit devices	ELR153	\$1,658.35	\$1,658.35
1	Cable/Wire: 18/2 and 22/6 cable and conduit		\$2,527.90	\$2,527.90
6	Miscellaneous Hardware: Mullion-Mount Keypad/Reader combination	EX-TPX265	\$526.33	\$3,157.98
Labor Total				\$12,202.49

All terms and conditions of City of Avondale Contract No.13412 apply

Total Investment Numbers- Quote #1 5/23/14

Option	Equipment Acquisition and Installation	Monthly Service*
Access System Master Programming, Testing, Inspections Installation, Programming and Labor	\$40,785.00 = VPLv1 (Alliance) Price List	SEE REP
Tax	\$2,311.69	
TOTAL	\$43,096.69	

Matt Alvey
 Cell: 480.216.9273 Email: malvey@stanleyworks.com

If system is fully tested, inspected, and is new, then: Per-Month Rate Includes service calls, labor, Replacement Guarantee, 24/7 Emergency Service Call Response, Stanley's eServices Access, and tech-support line for lifetime of system

Matt Alvey

Cell: 480.216.9273 Email: malvey@stanleyworks.com



CSA INFORMATION SHEET

The attached pricing sheet(s) is effective July 2014 thru June 2015

NOTE: pricing end date does not indicate the termination of services. Client must terminate services.

TOTAL AMOUNT OF PRICING PERIOD \$ 1,339.00 including all taxes & environmental fees.

CHECK ONE

Services to be completed during **Regular Business Hours (M-F 7am – 4pm)**
Services to be completed outside Regular Business Hours (**over-time included**)

Client Name: Gila County Equipment Purchase

Client Name: Guerrero Complex

Client Address: 1400 E. Ash Street

Client Address: Globe, AZ 85501

Client Phone #: 928-468-2801

Printed Name: Don E. McDaniel, Jr.

Title: Gila County Manager

Signature:

P.O. #: _____ Date: 6/4/14

Designated CLIENT CONTACT person responsible for scheduling the Equipment:

Name: David Hom

Phone: 928-200-1614

Fax: 928-425-4416

E-mail: dbhom@co.gila.az.us

Client Account Number 0039225

Empire PM and Repair Service Contact: Dave Harris **E-Mail:** dave.harris@empire-cat.com

Phone #: 602-333-5657 **Fax #:** 602-333-5666

After-hours Emergency Service 888-CAT-POWER



Client Support Agreement

Equipment	<u>Generator</u>	Client	<u>Gila County Equipment Purchase</u>
Make	<u>Caterpillar</u>	Address	<u>c/o Guerrero Complex</u>
Model	<u>D25-8S</u>		<u>1400 E. Ash Street</u>
Serial #	<u>0GBE00636</u>		<u>Globe, Az 85501</u>
Ar #	<u></u>		<u></u>
Size (kW, A)	<u>21 kw</u>		<u></u>
Client Contact	<u>David Horn</u>	Phone	<u>928-200-1614</u> Site ID <u>L45</u>

Term of Agreement:

Services	Price	Frequency	Total Visits	Total	Month of Services
Full System Inspection	\$ 296.00	Annually	1.00	\$ 296.00	November
Full Oil Service	\$ 633.00	Annually	1.00	\$ 633.00	May
Filter Change Service		Select One		\$ -	
Coolant Replacement		Select One		\$ -	
Hose(s) and Thermostat		Select One		\$ -	
Belt(s) Replacement		Select One		\$ -	
Load Bank Test	\$ 410.00	Annually	1.00	\$ 410.00	May
	LB Length: <u>2-hour long test.</u>				
Battery Replacement		Select One		\$ -	
Megger Test		Select One		\$ -	
Pressure Wash		Select One		\$ -	
Valve Adjustment		Select One		\$ -	
Fuel System Maintenance		Select One		\$ -	
	Details: _____				
Additional Fluid Analysis		Select One		\$ -	
	Details: _____				
Transfer Switch Inspection		Select One		\$ -	
Switchgear Inspection		Select One		\$ -	
Empire Contact	<u>Dave Harris</u>	Phone	<u>602-333-5657</u>	Total per unit \$	<u>1,339.00</u>

Notes: _____

including all taxes & environmental fees.

- **Full System Inspection:** A comprehensive inspection of the engine's cooling, fuel, lube, air, exhaust, and starting systems; as well as inspection of the engine monitors, safety controls, and control panel; a *visual* inspection of one (1) associated transfer switch. This service is recommended weekly, monthly, quarterly, semi-annually or annually, depending on use and application. For standby systems, it is recommended quarterly or semi-annually.
- **Full Oil Service:** The lubricating oil, lubricating oil filter, fuel filter will be changed, and oil & coolant analysis performed. A Full System Inspection is also completed.
- **Filter Change Service:** CATERPILLAR C9-3600 PRODUCTS may extend their oil change intervals to every third year. For these particular units lubricating oil filters and fuel filters are replaced on an annual basis. (see additional conditions)
- **Coolant Replacement:** Includes removal of all radiator anti-freeze/coolant, and replacement with high quality anti-freeze/coolant. When using Caterpillar Diesel Engine Anti-freeze/Coolant (DEAC), this service is recommended every 3 years. When using Caterpillar Extended Life Coolant (ELC), this service is recommended every 6 years, and extender is required at the half-life (3 years).
- **Hose(s) and Thermostat Replacement:** All coolant hoses and thermostats are replaced. This service must be accompanied by a Coolant Replacement service.
- **Belt(s) Replacement:** All serviceable belts are replaced. This service is recommended to be performed at the same time as hose and thermostat replacements.
- **Load Bank Test:** Load test at 80% of the generator name-plate rating, using resistive load bank(s). Length of test determined by application, generator size and client request. This service helps to identify any malfunctions or potential problems before they cause equipment failure. This also burns off harmful deposits in the combustion chamber, injector nozzles, and exhaust system caused by lightly loading the genset. This service is recommended annually.
- **Battery Replacement:** Replacement of the starting batteries. The number one reason that gensets don't start during an emergency situation are the starting batteries. When using Caterpillar's Premium High Output batteries, this service is recommended every 3 years. For all other batteries, this service is recommended every 2 years.
- **Megger Test:** Generator winding megger testing. This testing can help in early detection of deterioration or breakdown of generator windings, cabling insulation, and/or poor lug connectors. Winding deterioration can be caused by moisture, grease or oil residual, physical damage from overheating/overloading, and age deterioration. The frequency of this test is determined by the generator's environment and usage.
- **Pressure Wash:** This service utilizes a mobile pressure washer to clean the unit. Frequency of this service is dependent on client preference and request.
- **Valve Adjustment:** Perform a complete valve adjustment on the engine as required per Manufacturer's maintenance requirements or per client's specific requirements.
- **Fuel System Maintenance:** Maintenance to fuel filtering systems and/or main fuel storage tank. Specific client requirements should be detailed on pricing sheet.
- **Additional Fluid Analysis:** Additional fluid analysis that is not already included in other service levels. This may include oil, coolant and/or fuel. Details of which fluids and frequencies should be detailed on the pricing sheet.
- **Transfer Switch Inspection:** Inspect and clean the automatic transfer switch (ATS). This includes utilizing an infrared heat gun, checking buss bars and connections for hot spots. The voltage drop across load contacts is measured. With client's authorization, verify proper operation of the ATS, time delays, and indicator lamps and/or LEDs. This service is recommended semi-annually.
- **Switchgear Inspection:** Inspect and clean the switchgear as required. This includes utilizing an infrared heat gun, checking buss bars and connections for hot spots. With client's authorization, verify proper operation of the switchgear. This service is recommended annually.

POLARIS

LIBRARY SYSTEMS

PO Box 4903
 Syracuse, NY
 13221-4903
 Phone: 800.272.3414
 Fax: 315.457.5883
 www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
4/24/2014	2014-0671	6/30/2014

Quotation

**This is not an invoice
 PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address		Ship To	
Gila County Finance Department Attn: Accounts Payable 1400 East Ash Street Globe, AZ 85501		Gila County Library District Yodona Pennell 1400 East Ash Street Globe, AZ 85501 928-425-3231 x8769	
Description	Qty	Cost	Total
Polaris LEAP - Helping Librarians Serve Their Communities PRICE: SPECIAL EARLY ADOPTER PRICING: - LEAP for Patron Services/Circulation - Polaris Mobile Pick List included at no additional charge with Early Adopter order; or available for purchase separately. Reg price: \$1,500 - 25% of license will be invoiced at order placement: Approx. \$3,654 - balance will not be invoiced until installation completed. - Signed quote must be received by June 30, 2014 - Price will increase after June 30th. Annual Maintenance & Support: \$2,625 - billed separately & prorated for Year1 to library's annual renewal date. Not included in quote. Description: Leap is a web based application designed for tablet and PC devices that targets the most commonly used features of Patron Services and Circulation. It is currently not a replacement for the Polaris Staff Client, rather it is complementary. Features & functionality:	1	14,613.00	14,613.00
For additional information contact John Lytle		Subtotal	
john.lytle@polarislibrary.com 800-272-3414 x 4538		Sales Tax (8.6%)	
Approval Signature:		Total	
Print Name/Title			
Date:	Purchase Order #:		

Please fax approved orders to
 315.457.5883

POLARIS

LIBRARY SYSTEMS

PO Box 4903
 Syracuse, NY
 13221-4903
 Phone: 800.272.3414
 Fax: 315.457.5883
 www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
4/24/2014	2014-0671	6/30/2014

Quotation

**This is not an invoice
 PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address Gila County Finance Department Attn: Accounts Payable 1400 East Ash Street Globe, AZ 85501		Ship To Gila County Library District Yodona Pennell 1400 East Ash Street Globe, AZ 85501 928-425-3231 x8769		
Description		Qty	Cost	Total
<ul style="list-style-type: none"> • Polaris API not required • Requires no installation of client software. • Flat price includes availability for use by same number of staff as library has licensed Polaris workstations. • Staff can interact with Patrons when run on a tablet (iPad, Surface, etc.). • Intuitive design includes most commonly used Circulation features. • runs on most modern web browsers IE, Chrome, (must support HTML 5). • Uses existing database and business objects. Changes made in Leap appear in Staff Client and vice versa. • Polaris Mobile Pick List included at no additional charge with Early Adopter order; or available for purchase separately. <p>Prerequisites:</p> <ul style="list-style-type: none"> • Polaris version and build number: to be announced when released later in 2014. • Microsoft: SQL Server 2008R2 or 2012, Windows Server 2008R2 or 2012, IIS 7.5 or 8, .NET framework 4.5 • OS: Operating system independent; runs on modern web browsers (must support HTML 5) • Other: IIS 8 web server • Hardware: PC devices (i.e. laptops) and tablets (iPad, Surface, Android, etc.) • SSL certificate installed on web server. Leap uses HTTPS, the certificate is 				
For additional information contact John Lytle john.lytle@polarislibrary.com 800-272-3414 x 4538			Subtotal	
			Sales Tax (8.6%)	
Approval Signature:			Total	
Print Name/Title				
Date:		Purchase Order #:		

**Please fax
 approved orders to
 315.457.5883**

POLARIS

PO Box 4903
 Syracuse, NY
 13221-4903
 Phone: 800.272.3414
 Fax: 315.457.5883
 www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
4/24/2014	2014-0671	6/30/2014

Quotation

**This is not an invoice
 PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address Gila County Finance Department Attn: Accounts Payable 1400 East Ash Street Globe, AZ 85501		Ship To Gila County Library District Yodona Pennell 1400 East Ash Street Globe, AZ 85501 928-425-3231 x8769	
Description	Qty	Cost	Total
required to support encryption Polaris Mobile PickList App - FREE IF LEAP IS ORDERED BY JUNE 30 and \$0 Annual Maintenance ! Description: The Pick List app is designed to take the place of a printed "Pull list" or Requests-to-Fill list using a tablet and accessing the list in real time from Polaris. The tablet can be taken into the stacks where staff can identify the items to pull for holds and take back for scanning. Workflow: take the tablet into the stacks, pull items to fill requests (using Deny, Cancel or Ask later as appropriate) bring the items back to the processing center and scan them to trap. Regular Price if LEAP is not ordered by June 30: \$1500 one-time purchase of license (unlimited users); billed at time of installation. Annual Support/Maintenance: \$270 per year, billed separately; not included in quoted total.	1	0.00	0.00
For additional information contact John Lytle john.lytle@polarislibrary.com 800-272-3414 x 4538		Subtotal	
Approval Signature:		Sales Tax (8.6%)	
Print Name/Title		Total	
Date:	Purchase Order #:	<div style="border: 1px solid black; padding: 5px; text-align: center;"> Please fax approved orders to 315.457.5883 </div>	



PO Box 4903
 Syracuse, NY
 13221-4903
 Phone: 800.272.3414
 Fax: 315.457.5883
 www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
4/24/2014	2014-0671	6/30/2014

Quotation

**This is not an invoice
 PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address Gila County Finance Department Attn: Accounts Payable 1400 East Ash Street Globe, AZ 85501	Ship To Gila County Library District Yodona Pennell 1400 East Ash Street Globe, AZ 85501 928-425-3231 x8769
--	---

Description	Qty	Cost	Total
LEAP Installation Fee: Customer preferred/targeted date to complete installation: with upgrade to required Polaris version and build. Please circle one of the following choices so we know your preference: As soon as we can schedule a Polaris Upgrade for LEAP Q3-2014 Q4-2014 Q1-2015 Q2-2015 Thank you from all of us at Polaris!	1	2,000.00	2,000.00

For additional information contact John Lytle	Subtotal \$16,613.00
john.lytle@polarislibrary.com 800-272-3414 x 4538	Sales Tax (8.6%) \$1,428.72
Approval Signature: 	Total \$18,041.72

Print Name/Title	Don E. McDaniel, Jr., County Manager
Date: 6/4/14	Purchase Order #:

Please fax
approved orders to
315.457.5883



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT NO. 041114IBR
PEDESTRIAN BYPASS AND ENTRY GATE MODIFICATION
RODRIGUEZ CONSTRUCTIONS, INC.**

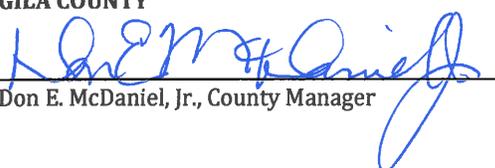
Effective May 14, 2014, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Informal Bid No. 041114, Pedestrian Bypass and Entry Gate Modification, at the Globe Jail, in Globe, Arizona.

The contract was issued for a total flat fee of \$24,647.00. Amendment No. 1 is being issued to request an addition to the contract scope in the amount of Nine Hundred, Seventy-Seven dollars and 41/100's (\$977.41) to add an additional twenty-one feet of 3 foot sidewalk, with the same specifications as detailed in the drawings. Consequently, the contract is amended to increase the contract amount by \$977.41 for a new total contract amount of Twenty-five Thousand, Six Hundred, Twenty-four dollars and 41/100's (\$25,624.41).

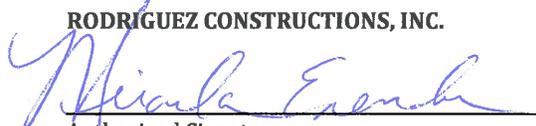
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9 day of JUNE, 2014.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.


Authorized Signature


Print Name



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**SERVICE AGREEMENT NO. 032514-1
REHABILITATION PROJECT NO. HH#8069
RODRIGUEZ CONSTRUCTIONS, INC.**

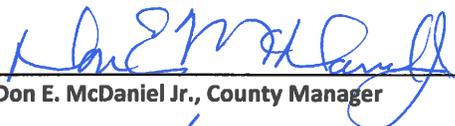
Effective April 2, 2014, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Rehabilitation Project No. HH#8069, in Globe, Arizona.

Service Agreement 032514-1 was issued for a total flat fee of \$8,515.14. **Amendment No. 1 to Service Agreement 032514-1** is being issued to request an addition to the contract scope in the amount of Nine Hundred and Three dollars and 04/100's (\$903.04), to replace a knob and tube in the attic. Consequently, the contract is amended to increase the unit bid by \$903.04 for a new total contract amount of Nine Thousand, Four Hundred dollars eighteen dollars and 18/100's (\$9,418.18).

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 04th day of JUNE, 2014.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 6/4/14

RODRIGUEZ CONSTRUCTION



Signature

Art Rodriguez

Print Name