

PURSUANT TO A.R.S. §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 23, 2015 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
  
2. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Resolution No. 15-06-03 designating Day Place and Fisherman's Lane as Country Dirt Roads and accepting the roads into the Gila County Maintained Roadway System. **(Steve Sanders)**
  
  - B. Information/Discussion/Action to approve Gila County Order No. LL-15-02 that is related to a liquor license application submitted by Joseph Stephen Nowak for a person transfer of a Series 7 beer and wine license with an interim permit to operate at the Flying Grizzly located in Strawberry. **(Marian Sheppard)**
  
  - C. Information/Discussion/Action to consider approving the proposed primary property tax levy for FY 2016, excluding amounts that are attributable to new construction, that is \$2,610,889 greater than the amount levied for FY 2015. (Roll Call Vote) **(Don McDaniel)**
  
3. **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 approve and accept a Grant Renewal Amendment for Grant No. GRA-RC004-14-0616-01-Y3 - Gila Parent Outreach and Awareness, which is a "Community-Based Literacy Grant" in the amount of \$65,000 for the period July 1, 2015, through June 30, 2016. **(Jacque Griffin)**
- B. Information/Discussion/Action to approve and accept Grant Agreement No. GRA-RC029-16-0761-01 - 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, 2015, through June 30, 2016. **(Jacque Griffin)**
- C. Information/Discussion/Action to adopt the Fiscal Year 2015-2016 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.)**
- D. Information/Discussion/Action to adopt the Fiscal Year 2015-2016 Annual Tentative Gila County Budget in the amount of \$91,985,237; authorize the publication of the summary budget; and set the public hearing for July 28, 2015, to adopt the Final Fiscal Year 2015-2016 Gila County Budget. **(Don McDaniel)**
- E. Information/Discussion/Action to approve Disability Related Employment Services Contract No. DE126000-001 between the Arizona Department of Economic Security, Rehabilitation Services Administration and Gila County, d/b/a Gila Employment and Special Training to provide employment services to vocational rehabilitation clients in Gila County for the period July 1, 2015, through June 30, 2018. **(Malissa Buzan)**

- F. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program in the amount of \$451,731 for the period of July 1, 2015 through June 30, 2020, to provide case management and community services to eligible Gila County residents. **(Malissa Buzan)**
- G. Information/Discussion/Action to approve Intergovernmental Agreement No. 051915 between Gila County and the Gila County Community College District (Provisional) for the County to provide \$250,000, in four quarterly payments of \$62,500, to the College for utility expenses and repair and maintenance of the facilities and real property at its Globe and Payson campuses commencing July 1, 2015, and ending June 30, 2016. **(Don McDaniel)**
- H. Information/Discussion/Action to approve various Professional Services Contracts attached to this agenda item in order to retain the services of attorneys for the period of July 1, 2015, through June 30, 2016; all of whom assist the Superior Court in Gila County as public defenders on an annual basis. **(Jeff Hassenius and Jonathan Bearup)**
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval of Contract No. 07012015-16 between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP), whereby ACAA will administer funding in the amount of \$137,834.00, which will be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2015, through June 1, 2016.
  
- B. Approval of Lease Use Agreement Extension No. 2 between Gila County and the Pine-Strawberry Horseman's Association to extend the term of the Agreement for an additional four years, from May 24, 2015, through May 23, 2019.
  
- C. Acknowledgment of the reappointment of Richard L. Harpster to the Beaver Valley Domestic Water Improvement District Board of Directors for another four-year term of office retroactive from January 1, 2015, through December 31, 2018.
  
- D. Acknowledgment of Sarah Linkey's resignation from the Beaver Valley Fire District Board of Directors and the appointment of Samuel K. Baker to fulfill Ms. Linkey's unexpired four-year term of office effective April 20, 2015, through December 31, 2016.
  
- E. Acknowledgment of Gary Richardson's resignation from the Rim Trail Domestic Water Improvement District Board of Directors and the appointment of Bruce E. Johnson to fulfill Mr. Richardson's unexpired term of office effective May 2, 2015, through December 31, 2018.
  
- F. Acknowledgment of the May 2015 monthly activity report submitted by the Globe Regional Constable's Office.

- G. Acknowledgment of the May 2015 monthly activity report submitted by the Payson Regional Constable's Office.
  - H. Acknowledgment of the May 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
  - I. Acknowledgment of the May 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.
  - J. Approval of the June 9, 2015, Board of Supervisors' meeting minutes.
  - K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 18, 2015, through May 22, 2015; May 25, 2015 through May 29, 2015; and June 1, 2015 through June 5, 2015.
  - L. Approval of finance reports/demands/transfers for the weeks of June 2, 2015, June 16, 2015, and June 23, 2015.
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.

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

7. **APPELLATE REVIEW HEARING:**

A. **1:30 P.M.** - Information/Discussion/Action to affirm, modify or reverse the decision of the Gila County Hearing Officer regarding Community Development Division Complaint No. CP1304-011. **(Bob Gould)**

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

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

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

**ARF-3198**

**Public Hearing 2. A.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

---

Information

Request/Subject

Resolution No. 15-06-03 designating Day Place and Fisherman's Lane as Country Dirt Roads.

Background Information

On March 2, 2015, Gila County Public Works received a citizens' petition to establish Day Place and Fisherman's Lane as County Dirt Roads.

Evaluation

The roads are approximately 1500 feet in length and provide access to 19 properties. The roads meet the requirements of Gila County Country Dirt Road Policy ENG03-04.

Conclusion

Easements from property owners along the roads have been granted to the County. Providing maintenance as described in the Country Dirt Road Policy will be a benefit to both the County and the residents along the roads. Providing maintenance on these roads will not reduce the level of service to other roads in the Gila County Maintained Roadway System.

Recommendation

The Public Works Division Interim Director recommends that the Board adopt Resolution No. 15-06-03.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-06-03 designating Day Place and Fisherman's Lane as Country Dirt Roads and accepting the roads into the Gila County Maintained Roadway System.

**(Steve Sanders)**

---

Attachments

Resolution No. 15-06-03

Day Place and Fisherman's Lane Country Dirt Road Easements

---



**RESOLUTION NO. 15-06-03**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS DESIGNATING DAY PLACE AND FISHERMAN'S LANE AS COUNTRY DIRT ROADS AND ACCEPTING SAID ROADS INTO THE GILA COUNTY MAINTAINED ROADWAY SYSTEM.**

**WHEREAS**, in accordance with the provisions of A.R.S. §28-6701, the Gila County Board of Supervisors may establish, alter, or abandon highways within its jurisdiction; and,

**WHEREAS**, a petition has been signed by ten or more resident taxpayers to designate Day Place and Fisherman's Lane as Country Dirt Roads and to accept said roads into the Gila County Maintained Roadway System; and,

**WHEREAS**, the petition has been presented to the Gila County Board of Supervisors; and,

**WHEREAS**, a date for a public hearing on the petition has been set and preceded by advertising once a week for two consecutive weeks in the official County newspaper; and,

**WHEREAS**, Day Place and Fisherman's Lane meet the requirements of Gila County Public Works Policy Number ENG 03-04 on the establishment of Country Dirt Roads;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Gila County Board of Supervisors that Day Place and Fisherman's Lane are hereby declared Country Dirt Roads and are accepted for maintenance into the Gila County Maintained Roadway System as prescribed by Gila County Public Works Policy ENG 03-04.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of June 2015.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**Approved as to form:**

\_\_\_\_\_  
Bryan B. Chambers  
Deputy County Attorney/Civil Bureau Chief

Recording Requested by:  
Gila County

When recorded, deliver to:  
**Engineering Department**

## **COUNTRY DIRT ROAD EASEMENT**

This indenture, made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between Margaret E. Cline, Gustav and Teresa Becker, John E. and Lorraine M. Wagner, John Brimhall, David T. Potts, John F. Heilemann, Kelly L. Peterson and Deborah F. Riley, Timothy J. Roemer, Tyler W. and Monique A. Cline, Steve P. and Leora S. Knutson, Lawrence E. Schmid, Norvel and Clarice Owens, David T. and Patricia R. Drake, Roger and Cheri Burian, Laurence S. and Carol S. Rundle, Cyril R. and Vicky L. Welle, Michael N. and Linda C. Donald, Donald P. Haskell and Mahala C. Devenport, the undersigned Grantors and Gila County, a body politic, the undersigned Grantee;

WITNESSETH:

That for and in the consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor/s does hereby grant, bargain, convey unto the Grantee, a non-exclusive easement over and across the following described property:

**See Exhibit "A" attached hereto and by this reference made a part hereof  
Said Easement is for Public Ingress/Egress  
Exempt from Affidavit of Property Value per A.R.S. §11-1134(A) (2)**

If at any time this easement is abandoned by Grantee, the rights granted herein shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the then owner of the above described property and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHERE the Grantor has caused this indenture to be signed on the day and year first written above written.

Grantor:

Margaret E. Cline  
Margaret E. Cline

Grantor:

Gustav Becker

Grantor:

John E. Wagner

Grantor:

John Brimhall

Grantor:

David T. Potts

Grantor:

John F. Heilemann

Grantor:

Kelly L. Peterson

Grantor:

Timothy J. Roemer

Grantor:

Teresa Becker

Grantor:

Lorraine M. Wagner

Grantor:

Deborah F. Riley

Grantor:

\_\_\_\_\_  
Margaret E. Cline

Grantor:

X   
Gustav Becker

Grantor:

\_\_\_\_\_  
John E. Wagner

Grantor:

\_\_\_\_\_  
John Brimhall

Grantor:

\_\_\_\_\_  
David T. Potts

Grantor:

\_\_\_\_\_  
John F. Heilemann

Grantor:

\_\_\_\_\_  
Kelly L. Peterson

Grantor:

\_\_\_\_\_  
Timothy J. Roemer

Grantor:

  
Teresa Becker

Grantor:

\_\_\_\_\_  
Lorraine M. Wagner

Grantor:

\_\_\_\_\_  
Deborah F. Riley

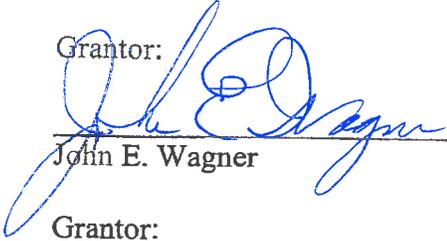
Grantor:

\_\_\_\_\_  
Margaret E. Cline

Grantor:

\_\_\_\_\_  
Gustav Becker

Grantor:

  
\_\_\_\_\_  
John E. Wagner

Grantor:

\_\_\_\_\_  
John Brimhall

Grantor:

  
\_\_\_\_\_  
David T. Potts

Grantor:

\_\_\_\_\_  
John F. Heilemann

Grantor:

\_\_\_\_\_  
Kelly L. Peterson

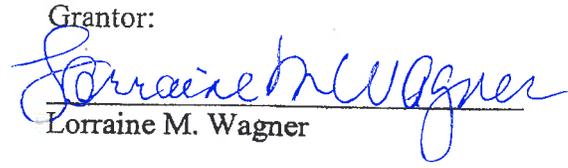
Grantor:

✓ \_\_\_\_\_  
Timothy J. Roemer

Grantor:

\_\_\_\_\_  
Teresa Becker

Grantor:

  
\_\_\_\_\_  
Lorraine M. Wagner

Grantor:

\_\_\_\_\_  
Deborah F. Riley

Grantor:

Margaret E. Cline

Grantor:

Gustav Becker

Grantor:

John E. Wagner

Grantor:

X *John Brimhall*  
John Brimhall

Grantor:

David T. Potts

Grantor:

*John F. Heilemann*  
John F. Heilemann

Grantor:

Kelly L. Peterson

Grantor:

Timothy J. Roemer

Grantor:

Teresa Becker

Grantor:

Lorraine M. Wagner

Grantor:

Deborah F. Riley

Grantor:

Margaret E. Cline

Grantor:

Gustav Becker

Grantor:

John E. Wagner

Grantor:

John Brimhall

Grantor:

David T. Potts

Grantor:

John F. Heilemann

Grantor:

Kelly L. Peterson  
Kelly L. Peterson

Grantor:

Timothy J. Roemer

Grantor:

Teresa Becker

Grantor:

Lorraine M. Wagner

Grantor:

Deborah F. Riley Peterson  
Deborah F. Riley / PETERSON

Grantor:

\_\_\_\_\_  
Margaret E. Cline

Grantor:

\_\_\_\_\_  
Gustav Becker

Grantor:

\_\_\_\_\_  
John E. Wagner

Grantor:

\_\_\_\_\_  
John Brimhall

Grantor:

\_\_\_\_\_  
David T. Potts

Grantor:

\_\_\_\_\_  
John F. Heilemann

Grantor:

\_\_\_\_\_  
Kelly L. Peterson

Grantor:

X   
\_\_\_\_\_  
Timothy J. Roemer

Grantor:

\_\_\_\_\_  
Teresa Becker

Grantor:

\_\_\_\_\_  
Lorraine M. Wagner

Grantor:

\_\_\_\_\_  
Deborah F. Riley

Grantor:

  
\_\_\_\_\_  
Tyler W. Cline

Grantor:

\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
Lawrence E. Schmid

Grantor:

\_\_\_\_\_  
Norvel Owens

Grantor:

\_\_\_\_\_  
David T. Drake

Grantor:

\_\_\_\_\_  
Roger Burian

Grantor:

\_\_\_\_\_  
Laurence S. Rundle

Grantor:

\_\_\_\_\_  
Cyril R. Welle

Grantor:

  
\_\_\_\_\_  
Monique A. Cline

Grantor:

\_\_\_\_\_  
Leora S. Knutson

Grantor:

\_\_\_\_\_  
Clarice Owens

Grantor:

\_\_\_\_\_  
Patricia R. Drake

Grantor:

\_\_\_\_\_  
Cheri Burian

Grantor:

\_\_\_\_\_  
Carol S. Rundle

Grantor:

\_\_\_\_\_  
Vicky L. Welle

Grantor:

\_\_\_\_\_  
Tyler W. Cline

Grantor:

*Steve P. Knutson*  
\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
Lawrence E. Schmid

Grantor:

\_\_\_\_\_  
Norvel Owens

Grantor:

\_\_\_\_\_  
David T. Drake

Grantor:

\_\_\_\_\_  
Roger Burian

Grantor:

\_\_\_\_\_  
Laurence S. Rundle

Grantor:

\_\_\_\_\_  
Cyril R. Welle

Grantor:

\_\_\_\_\_  
Monique A. Cline

Grantor:

*Leora S. Knutson*  
\_\_\_\_\_  
Leora S. Knutson

Grantor:

\_\_\_\_\_  
Clarice Owens

Grantor:

\_\_\_\_\_  
Patricia R. Drake

Grantor:

\_\_\_\_\_  
Cheri Burian

Grantor:

\_\_\_\_\_  
Carol S. Rundle

Grantor:

\_\_\_\_\_  
Vicky L. Welle

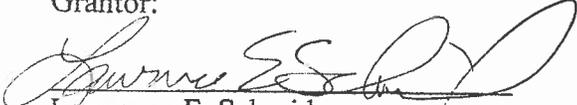
Grantor:

\_\_\_\_\_  
Tyler W. Cline

Grantor:

\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
  
Lawrence E. Schmid

Grantor:

\_\_\_\_\_  
Norvel Owens

Grantor:

\_\_\_\_\_  
David T. Drake

Grantor:

\_\_\_\_\_  
Roger Burian

Grantor:

\_\_\_\_\_  
Laurence S. Rundle

Grantor:

\_\_\_\_\_  
Cyril R. Welle

Grantor:

\_\_\_\_\_  
Monique A. Cline

Grantor:

\_\_\_\_\_  
Leora S. Knutson

Grantor:

\_\_\_\_\_  
Clarice Owens

Grantor:

\_\_\_\_\_  
Patricia R. Drake

Grantor:

\_\_\_\_\_  
Cheri Burian

Grantor:

\_\_\_\_\_  
Carol S. Rundle

Grantor:

\_\_\_\_\_  
Vicky L. Welle

Grantor:

\_\_\_\_\_  
Tyler W. Cline

Grantor:

\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
Lawrence E. Schmid

Grantor:

  
\_\_\_\_\_  
Norvel Owens

Grantor:

\_\_\_\_\_  
David T. Drake

Grantor:

\_\_\_\_\_  
Roger Burian

Grantor:

\_\_\_\_\_  
Laurence S. Rundle

Grantor:

\_\_\_\_\_  
Cyril R. Welle

Grantor:

\_\_\_\_\_  
Monique A. Cline

Grantor:

\_\_\_\_\_  
Leora S. Knutson

Grantor:

  
\_\_\_\_\_  
Clarice Owens

Grantor:

\_\_\_\_\_  
Patricia R. Drake

Grantor:

\_\_\_\_\_  
Cheri Burian

Grantor:

\_\_\_\_\_  
Carol S. Rundle

Grantor:

\_\_\_\_\_  
Vicky L. Welle

Grantor:

\_\_\_\_\_  
Tyler W. Cline

Grantor:

\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
Lawrence E. Schmid

Grantor:

\_\_\_\_\_  
Norvel Owens

Grantor:

David T. Drake  
David T. Drake

Grantor:

\_\_\_\_\_  
Roger Burian

Grantor:

\_\_\_\_\_  
Laurence S. Rundle

Grantor:

\_\_\_\_\_  
Cyril R. Welle

Grantor:

\_\_\_\_\_  
Monique A. Cline

Grantor:

\_\_\_\_\_  
Leora S. Knutson

Grantor:

\_\_\_\_\_  
Clarice Owens

Grantor:

Patricia R. Drake  
Patricia R. Drake

Grantor:

\_\_\_\_\_  
Cheri Burian

Grantor:

\_\_\_\_\_  
Carol S. Rundle

Grantor:

\_\_\_\_\_  
Vicky L. Welle

Grantor:

\_\_\_\_\_  
Tyler W. Cline

Grantor:

\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
Lawrence E. Schmid

Grantor:

\_\_\_\_\_  
Norvel Owens

Grantor:

\_\_\_\_\_  
David T. Drake

Grantor:

  
\_\_\_\_\_  
Roger Burian

Grantor:

\_\_\_\_\_  
Laurence S. Rundle

Grantor:

\_\_\_\_\_  
Cyril R. Welle

Grantor:

\_\_\_\_\_  
Monique A. Cline

Grantor:

\_\_\_\_\_  
Leora S. Knutson

Grantor:

\_\_\_\_\_  
Clarice Owens

Grantor:

\_\_\_\_\_  
Patricia R. Drake

Grantor:

  
\_\_\_\_\_  
Cheri Burian

Grantor:

\_\_\_\_\_  
Carol S. Rundle

Grantor:

\_\_\_\_\_  
Vicky L. Welle

Grantor:

\_\_\_\_\_  
Tyler W. Cline

Grantor:

\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
Lawrence E. Schmid

Grantor:

\_\_\_\_\_  
Norvel Owens

Grantor:

\_\_\_\_\_  
David T. Drake

Grantor:

  
\_\_\_\_\_  
Roger Burian

Grantor:

  
\_\_\_\_\_  
Laurence S. Rundle

Grantor:

\_\_\_\_\_  
Cyril R. Welle

Grantor:

\_\_\_\_\_  
Monique A. Cline

Grantor:

\_\_\_\_\_  
Leora S. Knutson

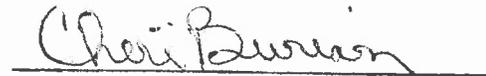
Grantor:

\_\_\_\_\_  
Clarice Owens

Grantor:

\_\_\_\_\_  
Patricia R. Drake

Grantor:

  
\_\_\_\_\_  
Cheri Burian

Grantor:

  
\_\_\_\_\_  
Carol S. Rundle

Grantor:

\_\_\_\_\_  
Vicky L. Welle

Grantor:

\_\_\_\_\_  
Tyler W. Cline

Grantor:

\_\_\_\_\_  
Steve P. Knutson

Grantor:

\_\_\_\_\_  
Lawrence E. Schmid

Grantor:

\_\_\_\_\_  
Norvel Owens

Grantor:

\_\_\_\_\_  
David T. Drake

Grantor:

\_\_\_\_\_  
Roger Burian

Grantor:

\_\_\_\_\_  
Laurence S. Rundle

Grantor:

  
\_\_\_\_\_  
Cyril R. Welle

Grantor:

\_\_\_\_\_  
Monique A. Cline

Grantor:

\_\_\_\_\_  
Leora S. Knutson

Grantor:

\_\_\_\_\_  
Clarice Owens

Grantor:

\_\_\_\_\_  
Patricia R. Drake

Grantor:

\_\_\_\_\_  
Cheri Burian

Grantor:

\_\_\_\_\_  
Carol S. Rundle

Grantor:

  
\_\_\_\_\_  
Vicky L. Welle

Grantor:

Michael N. Donald  
Michael N. Donald

Grantor:

Linda C. Donald  
Linda C. Donald

Grantor:

\_\_\_\_\_  
Donald P. Haskell

Grantor:

\_\_\_\_\_  
Mahala C. Devenport

GRANTEE:  
Gila County, a body Politic

ATTEST:

\_\_\_\_\_  
Michael A. Pastor, Chairman

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

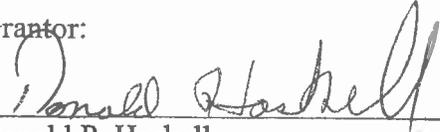
Approved as to Form:

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

Grantor:

\_\_\_\_\_  
Michael N. Donald

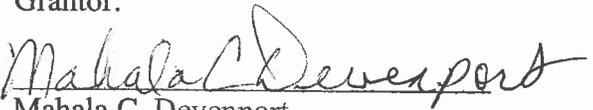
Grantor:

  
\_\_\_\_\_  
Donald P. Haskell

Grantor:

\_\_\_\_\_  
Linda C. Donald

Grantor:

  
\_\_\_\_\_  
Mahala C. Devenport

GRANTEE:

Gila County, a body Politic

ATTEST:

\_\_\_\_\_  
Michael A. Pastor, Chairman

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

Approved as to Form:

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

Grantor:

\_\_\_\_\_  
Michael N. Donald

Grantor:

\_\_\_\_\_  
Donald P. Haskell

Grantor:

\_\_\_\_\_  
Linda C. Donald

Grantor:

\_\_\_\_\_  
Mahala C. Devenport

GRANTEE:  
Gila County, a body Politic

\_\_\_\_\_  
Michael A. Pastor, Chairman

ATTEST:

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

Approved as to Form:

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

STATE OF ARIZONA)  
 ) ss.  
COUNTY OF Gila)

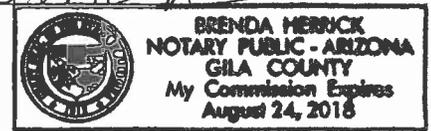
**ACKNOWLEDGMENT**

On this 21st day of April 2015, before me, the undersigned Notary Public, personally appeared **MARGARET E. CLINE**, 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.

My Commission Expires: August 24, 2018

Brenda Merrick  
Notary Public



STATE OF ARIZONA)  
 ) ss.  
COUNTY OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **GUSTAV and TERESA BECKER**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ARIZONA)  
 ) ss.  
COUNTY OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **JOHN E. and LORRAINE M. WAGNER**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ARIZONA)

SEND

STATE OF ARIZONA)  
 ) ss.  
COUNTY OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **MARGARET E. CLINE**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

STATE OF ARIZONA)  
 ) ss.  
COUNTY OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

X On this 22<sup>nd</sup> day of April 2015, before me, the undersigned Notary Public, personally appeared **GUSTAV and TERESA BECKER**, 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.

My Commission Expires: 8/14/2017 Notary Public Linda S. Harkins



STATE OF ARIZONA)  
 ) ss.  
COUNTY OF Gila

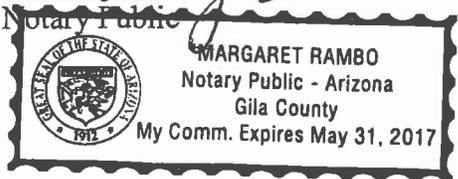
**ACKNOWLEDGMENT**

On this 25<sup>th</sup> day of APRIL 2015, before me, the undersigned Notary Public, personally appeared **JOHN E. and LORRAINE M. WAGNER**, 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.

My Commission Expires: 5-31-17 Notary Public Margaret Rambo

STATE OF ARIZONA)



SEND

COUNTY OF Douglas ) ss.

ACKNOWLEDGMENT

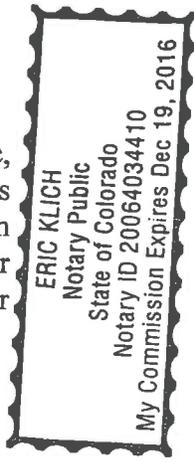
On this 27 day of April 2015, before me, the undersigned Notary Public, personally appeared **JOHN BRIMHALL**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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.

*[Signature]*

My Commission Expires: 12/19/2016

Notary Public



COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **DAVID T. POTTS**, 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.

My Commission Expires: \_\_\_\_\_

Notary Public

COUNTY OF Yavapai ) ss.

ACKNOWLEDGMENT

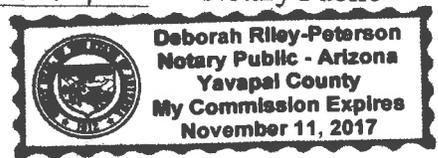
On this 30 day of April 2015, before me, the undersigned Notary Public, personally appeared **JOHN F. HEILEMANN**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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.

*[Signature: Deborah Riley-Peterson]*

My Commission Expires: 11/11/2017

Notary Public



COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared JOHN BRIMHALL, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF Gila ) ss.

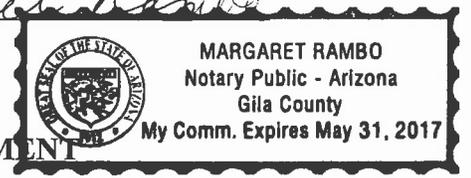
ACKNOWLEDGMENT

On this 25<sup>th</sup> day of APRIL 2015, before me, the undersigned Notary Public, personally appeared DAVID T. POTTS, 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.

My Commission Expires: 5-31-17

*Margaret Rambo*  
Notary Public



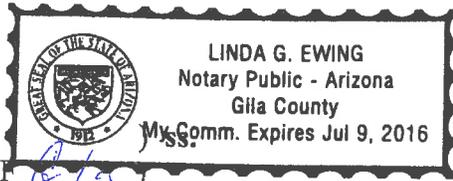
COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared JOHN F. HEILEMANN, 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.

My Commission Expires: \_\_\_\_\_ Notary Public



X

**ACKNOWLEDGMENT**

COUNTY OF Gila

On this 21st day of April 2015, before me, the undersigned Notary Public, personally appeared **KELLY L PETERSON and DEBORAH F. RILEY**, 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.

My Commission Expires: July 9, 2016

Linda G. Ewing  
Notary Public

) ss.  
COUNTY OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **TIMOTHY J. ROEMER**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

) ss.  
COUNTY OF \_\_\_\_\_)

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **TYLER W. and MONIQUE A. CLINE**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **KELLY L PETERSON and DEBORAH F. RILEY**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

COUNTY OF ACADIA LOUISIANA ) ss.

ACKNOWLEDGMENT

X On this 24th day of April 2015, before me, the undersigned Notary Public, personally appeared **TIMOTHY J. ROEMER**, 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.

My Commission Expires: at my death Notary Public Cora M. Faul  
CORA M. FAUL 41547

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **TYLER W. and MONIQUE A. CLINE**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

SEND

COUNTY OF \_\_\_\_\_ ) ss.

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **KELLY L PETERSON and DEBORAH F. RILEY**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

**ACKNOWLEDGMENT**

X On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **TIMOTHY J. ROEMER**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

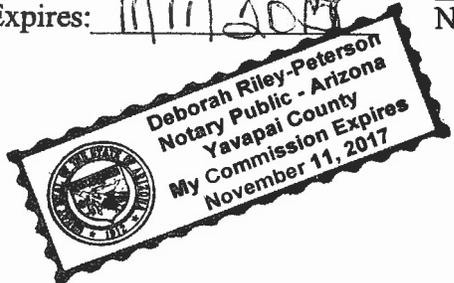
COUNTY OF Yuma ) ss.

**ACKNOWLEDGMENT**

On this 3rd day of May 2015, before me, the undersigned Notary Public, personally appeared **TYLER W. [unclear] and MONIQUE A. CLINE**, 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.

My Commission Expires: 11/11/2017 Deborah Riley-Peterson Notary Public



) ss.  
COUNTY OF Navajo

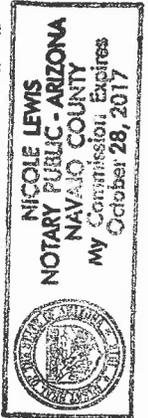
**ACKNOWLEDGMENT**

On this 29 day of April 2015, before me, the undersigned Notary Public, personally appeared **STEVE P. AND LEORA S. KNUTSON**, 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.

My Commission Expires: 10/28/2017

Nicole Harris  
Notary Public



) ss.  
COUNTY OF \_\_\_\_\_

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **LAWRENCE E. SCHMID**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

) ss.  
COUNTY OF \_\_\_\_\_

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **NORVEL and CLARICE OWENS**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

X

\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **STEVE P. AND LEORA S. KNUTSON**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

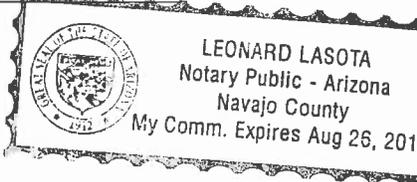
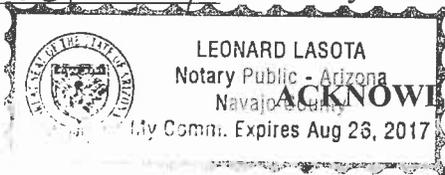
\_\_\_\_\_ ) ss.  
COUNTY OF NAVAJO )

**ACKNOWLEDGMENT**

On this 23 day of April 2015, before me, the undersigned Notary Public, personally appeared **LAWRENCE E. SCHMID**, 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.

My Commission Expires: 8/26/2017 Leonard Lasota  
Notary Public



\_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **NORVEL and CLARICE OWENS**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

X

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **STEVE P. AND LEORA S. KNUTSON**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **LAWRENCE E. SCHMID**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

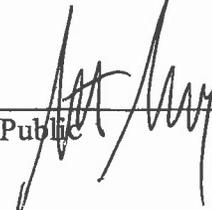
COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this 22 day of April 2015, before me, the undersigned Notary Public, personally appeared **NORVEL and CLARICE OWENS**, 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.

X

WITNESS my hand and official seal.

My Commission Expires: April 14, 2018 Notary Public 



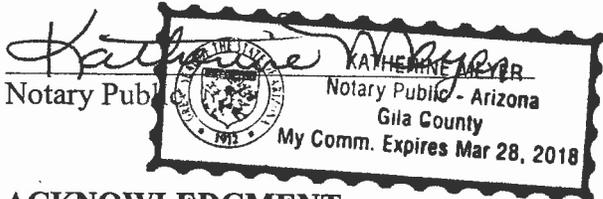
COUNTY OF Gila) ss.

ACKNOWLEDGMENT

On this 24<sup>th</sup> day of April 2015, before me, the undersigned Notary Public, personally appeared **DAVID W. and PATRICIA R. DRAKE**, 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.

My Commission Expires: 3-28-2018



COUNTY OF \_\_\_\_\_) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **ROGER and CHERI BURIAN**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY OF \_\_\_\_\_) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **LAURENCE S. and CAROL S. RUNDLE**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **DAVID T. and PATRICIA R. DRAKE**, 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.

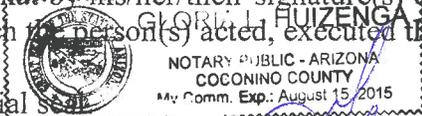
WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF Cocconino ) ss.

ACKNOWLEDGMENT

On this 23rd day of April 2015, before me, the undersigned Notary Public, personally appeared **ROGER and CHERI BURIAN**, 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.

My Commission Expires: Aug 15, 2015 Gloria Huizenga Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **LAURENCE S. and CAROL S. RUNDLE**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **DAVID T. and PATRICIA R. DRAKE**, 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.

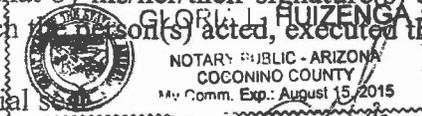
WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF Cocconino ) ss.

ACKNOWLEDGMENT

On this 23rd day of April 2015, before me, the undersigned Notary Public, personally appeared **ROGER and CHERI BURIAN**, 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.

My Commission Expires: Aug 15, 2015 Gloria L. Huizenga Notary Public

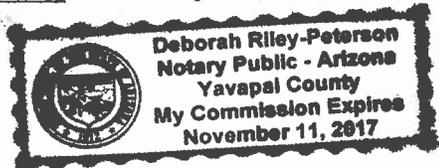
COUNTY OF Yuma ) ss.

ACKNOWLEDGMENT

On this 1st day of May 2015, before me, the undersigned Notary Public, personally appeared **LAURENCE S. and CAROL S. RUNDLE**, 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.

My Commission Expires: 11/11/2015 Deborah Riley-Peterson Notary Public



COUNTY OF Gila ) ss.

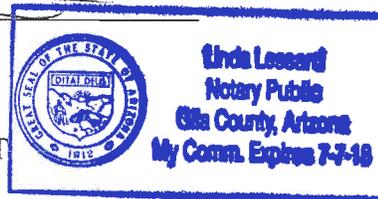
ACKNOWLEDGMENT

On this 20<sup>th</sup> day of April 2015, before me, the undersigned Notary Public, personally appeared **CYRIL R. and VICKY L. WELLE**, 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.

My Commission Expires: 7/7/2018

  
Notary Public



COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **MICHAEL N. and LINDA C. DONALD**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **DONALD P. HASKELL and MAHALA C. DEVENPORT**, 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.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **CYRIL R. and VICKY L. WELLE**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

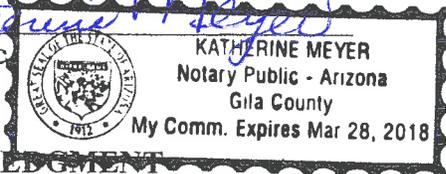
COUNTY OF Gila ) ss.

ACKNOWLEDGMENT

On this 23<sup>rd</sup> day of April 2015, before me, the undersigned Notary Public, personally appeared **MICHAEL N. and LINDA C. DONALD**, 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.

My Commission Expires: 3-28-2018 Katherine Meyer Notary Public



COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **DONALD P. HASKELL and MAHALA C. DEVENPORT**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF Yavapai ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **CYRIL R. and VICKY L. WELLE**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

COUNTY OF \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the undersigned Notary Public, personally appeared **MICHAEL N. and LINDA C. DONALD**, 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.

My Commission Expires: \_\_\_\_\_ Notary Public

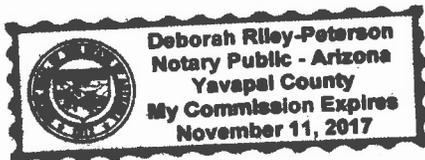
COUNTY OF Yavapai ) ss.

ACKNOWLEDGMENT

On this 1st day of May 2015, before me, the undersigned Notary Public, personally appeared **DONALD P. HASKELL and MAHALA C. DEVENPORT**, 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.

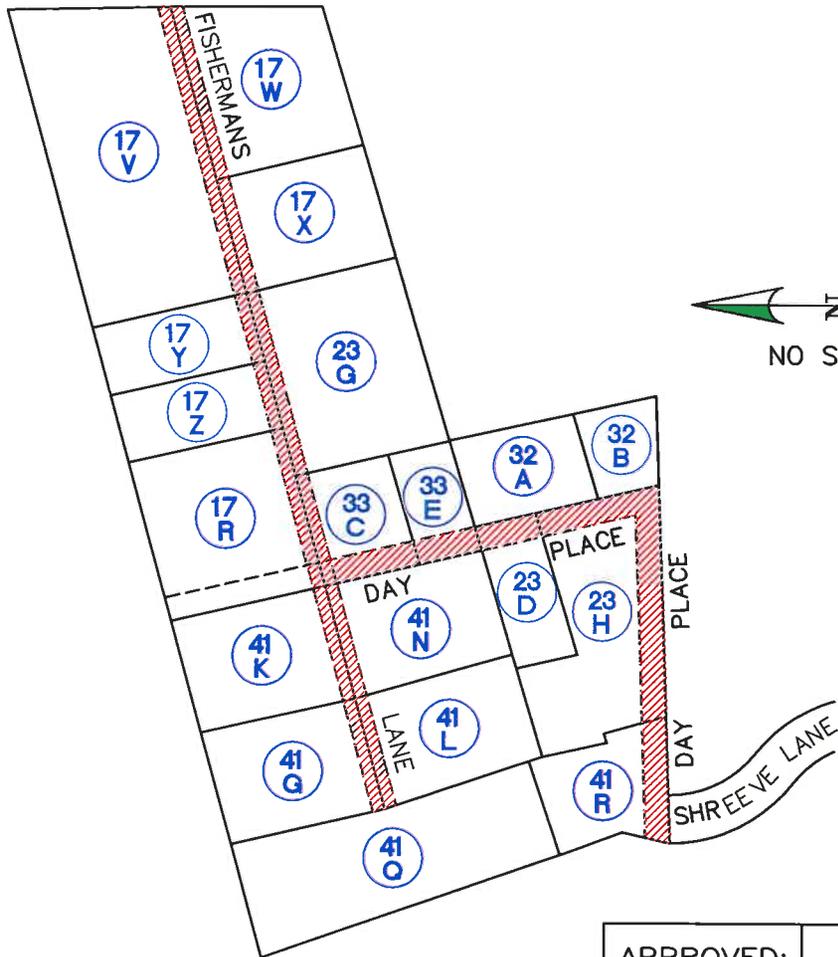
WITNESS my hand and official seal.

My Commission Expires: 11/11/2015 Deborah Riley-Peterson  
Notary Public



# EXHIBIT "A"

DAY PLACE AND FISHERMANS LANE – THIRTY FOOT WIDE GILA COUNTY COUNTRY DIRT ROAD PER GILA COUNTY DIVISION OF PUBLIC WORKS POLICY NUMBER ENG 03-04 ADOPTED BY THE GILA COUNTY BOARD OF SUPERVISORS ON OCTOBER 7, 2003 REVISED DECEMBER 14, 2004 AND MAY 24, 2007



17 R	TAX PARCEL NO. 201-06-017R MARGARET E. CLINE
17 V	TAX PARCEL NO. 201-06-017V BECKER LIVING TRUST
17 W	TAX PARCEL NO. 201-06-017W JOHN E. & LORRAINE M. WAGNER TRUST
17 X	TAX PARCEL NO. 201-06-017X JAVALINA ROOSEVELT VENTURES LLC
17 Y	TAX PARCEL NO. 201-06-017Y DAVID T. POTTS
17 Z	TAX PARCEL NO. 201-06-017Z JOHN F. HEILEMANN
23 D	TAX PARCEL NO. 201-06-023D KELLY L. PETERSON & DEBARAH F. RILEY
23 G	TAX PARCEL NO. 201-06-023G TIMOTHY J. ROEMER
23 H	TAX PARCEL NO. 201-06-023H TYLER W. & MONIQUE A. CLINE
32 A	TAX PARCEL NO. 201-06-032A STEVE P. & LEORA S. KNUTSON
32 B	TAX PARCEL NO. 201-06-032B STEVE P. & LEORA S. KNUTSON
33 C	TAX PARCEL NO. 201-06-033C LAWRENCE E. SCHMID
33 E	TAX PARCEL NO. 201-06-033E NORVEL & CLARICE OWENS TRUST
41 G	TAX PARCEL NO. 201-06-041G DAVID T. & PATRICIA R. DRAKE
41 K	TAX PARCEL NO. 201-06-041K ROGER & CHERI BURIAN
41 L	TAX PARCEL NO. 201-06-041L LAURENCE S. & CAROL S. RUNDLE
41 N	TAX PARCEL NO. 201-06-041N CYRIL R. VICKY L. WELLE
41 O	TAX PARCEL NO. 201-06-041O DONALD FAMILY TRUST
41 R	TAX PARCEL NO. 201-06-041R DONALD P. HASKELL & MAHALA C. DEVENPORT

APPROVED:	Gila County Public Works	DAY PLACE AND FISHERMANS LANE	
06/23/15			
REVISED:	STEVE STRATTON, DIRECTOR	GILA COUNTY COUNTRY DIRT ROAD ENG POLICY NO. 03-04	SHEET 1 OF 1
	1400' CUV*UJ (928) 42568231 ) NDG*; 85501 (* (928) 42568104		

**ARF-3183**

**Public Hearing 2. B.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

Flying Grizzly Liquor License Application-Gila County Order No. LL-15-02.

Background Information

Joseph Stephen Nowak has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for the Flying Grizzly located in Strawberry. The application is for a person transfer of a Series 7 beer and wine liquor license with an interim permit to operate.

The purpose of a Series 7 beer and wine bar license is defined as follows: "Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises."

Part of the statutory process is once the DLLC accepts and processes the license application, 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 body, which in Gila County it is the Board of Supervisors (Board), to the DLLC to either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing 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

The 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 the Gila County Building Permit Department, the Treasurer's Office, and the Health Department.

Building Permit Department staff visited the establishment and noted that the building is in compliance with zoning and building clearances. The Treasurer's Office staff has submitted documentation indicating that there are no tax issues with this property. Health Department staff visited the establishment and determined there are no issues with regard to Health Department permits.

### Conclusion

The application has been reviewed by several County departments with no objections and 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 the application before the Board takes an action to issue a recommendation to the DLLC.

### Recommendation

The Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the DLLC if there are no objections received during the public hearing.

### Suggested Motion

Information/Discussion/Action to approve Gila County Order No. LL-15-02 that is related to a liquor license application submitted by Joseph Stephen Nowak for a person transfer of a Series 7 beer and wine license with an interim permit to operate at the Flying Grizzly located in Strawberry. **(Marian Sheppard)**

---

### Attachments

BOS Recommendation LL-15-02

GC Order LL-15-02 Liquor License Application

Treasurer, Community Development and Health Dept. Interoffice Memos

Sheriff's Office Memo and Affidavit of Posting

---

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

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

1. City or Town of: N/A (circle one) Liquor License Application #: 07040008 (Arizona application #)

2. County of: GILA, Arizona. City/Town/County #: County #LL-15-02

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. § 4-207(D)(2),  
N/A (name of entertainment district), N/A (date of resolution to create the entertainment district), and a boundary map  
of entertainment district must be attached.

4. The Board of Supervisors (governing body) at a Regular (regular or special) meeting held on the 7th (day) of July (month), 2015 (year) considered the application of Joseph Stephen Nowak (name of applicant)

for a license to sell spirituous liquor at the premises described in application 07040008 (Arizona liquor license application #)

for the license series#: type Series #7 Beer & Wine as provided by A.R.S. § 4-201.  
(i.e.: series #10: beer & wine store)

**ORDER OF APPROVAL/DISAPPROVAL**  
IT IS THEREFORE ORDERED that the license APPLICATION OF Joseph Stephen Nowak (name of applicant)  
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended  
for \_\_\_\_\_ (approval, disapproval, or no recommendation)

**TRANSMISSION OF ORDER TO STATE**  
IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department  
of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.  
Dated at Globe (location) on 7th (day), July (month), 2015 (year).  
Marian Sheppard, Clerk, Board of Supervisors (printed name of city, town or county clerk) \_\_\_\_\_ (signature of city, town or county clerk)

15 MAY 12 Lic. Lic. # 3133

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): 07040008

1. Type of License(s): BEER & WINE
2. Total fees attached: \$ 235.00 (Department Use Only)

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

1. Owner/Agent's Name: Mr. NOWAK Joseph STEPHEN
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.:
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: FLYING GRIZZLY
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 5079 HWY 87 STRAWBERRY AZ GILA 85544
(Do not use PO Box Number) City County Zip

5. Business Phone: 928-467-9913 Daytime Phone: 480 579 5119 Email: je-nowake@hotmail.com

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: HC 1 Box 212 STRAWBERRY AZ 85544
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY
Fees: Application 100.00 Interim Permit 100.00 Site Inspection 22.00 Finger Prints 13.00 TOTAL OF ALL FEES 235.00
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: CS Date: 5/12/15 Lic. # 07040008

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 07040008

Issue Date: 5/25/2012

Expiration Date: 6/30/2015

Issued To:

ALEXANDER DOUGLAS MACLEAN, Owner

Beer & Wine Bar

Mailing Address:

Location:

FLYING GRIZZLY  
5079 HWY 87  
STRAWBERRY, AZ 85544

ALEXANDER DOUGLAS MACLEAN  
FLYING GRIZZLY  
HC 1 BOX 212  
STRAWBERRY, AZ 85544

EXP 6/30/2015



POST THIS LICENSE IN A CONSPICUOUS PLACE

**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. 07040008
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.**

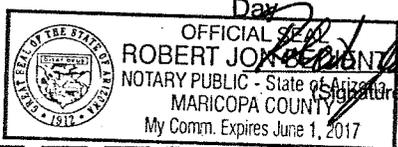
I, ALEXANDER DOUGLAS MACLEAY declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

Alexander Douglas Macleay  
(Signature)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 12 day of MAY, 2015  
Day Month Year

My commission expires on: JUNE 1, 2017



**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
Nowak	Joseph	STEPHEN	100%	5079 Hwy 87 Strawberry AZ	85544

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.: \_\_\_\_\_  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_

3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_

4. AZ L.L.C. File No: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_

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

(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

(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)

**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: MACLEAN ALEXANDER DOUGLAS Entity: INDIV.  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
- 3. Current Business Name: FLYING GRIZZLY  
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 5078 HWY 87  
City, State, Zip STRAWBERRY AZ 85544
- 5. License Type: #7 License Number: 07040008
- 6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- 7. Current Mailing Address: Street HCI BOX 212  
(Other than business) City, State, Zip STRAWBERRY AZ 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.

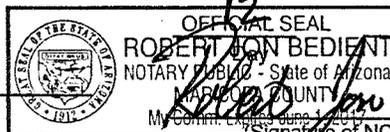
10. I, ALEXANDER DOUGLAS MACLEAN, hereby authorize the department to process this application to transfer the  
(print full name)  
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, ALEXANDER DOUGLAS MACLEAN, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name)  
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

Alexander Douglas Maclean  
(Signature of CURRENT LICENSEE)

State of ARIZONA County of MARICOPA  
The foregoing instrument was acknowledged before me this

My commission expires on: JUNE 1, 2017



17  
Month MAY Year 2015  
Robert Jon Bedient  
(Signature of NOTARY PUBLIC)

**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))

1. Distance to nearest school: 3 miles ft. Name of school ELEMENTARY PINE SCHOOL  
Address 3868 Pine Creek Dr. Pine AZ 85544  
City, State, Zip
2. Distance to nearest church: 1 mile ft. Name of church STRAWBERRY CHAPEL in the Pine  
Address 8579 Fossil Creek Rd Strawberry, AZ 85544  
City, State, Zip
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name ALEXANDER DOUGLAS MACLEAY  
Address 5079 HWY 87 STRAWBERRY AZ 85544  
City, State, Zip
- 4a. Monthly rental/lease rate \$ 1000 What is the remaining length of the lease 6 yrs. 6 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0  
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(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 # 07040008 (exactly as it appears on license) Name ALEXANDER DOUGLAS MALLEAN

**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](http://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 spiritous 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.

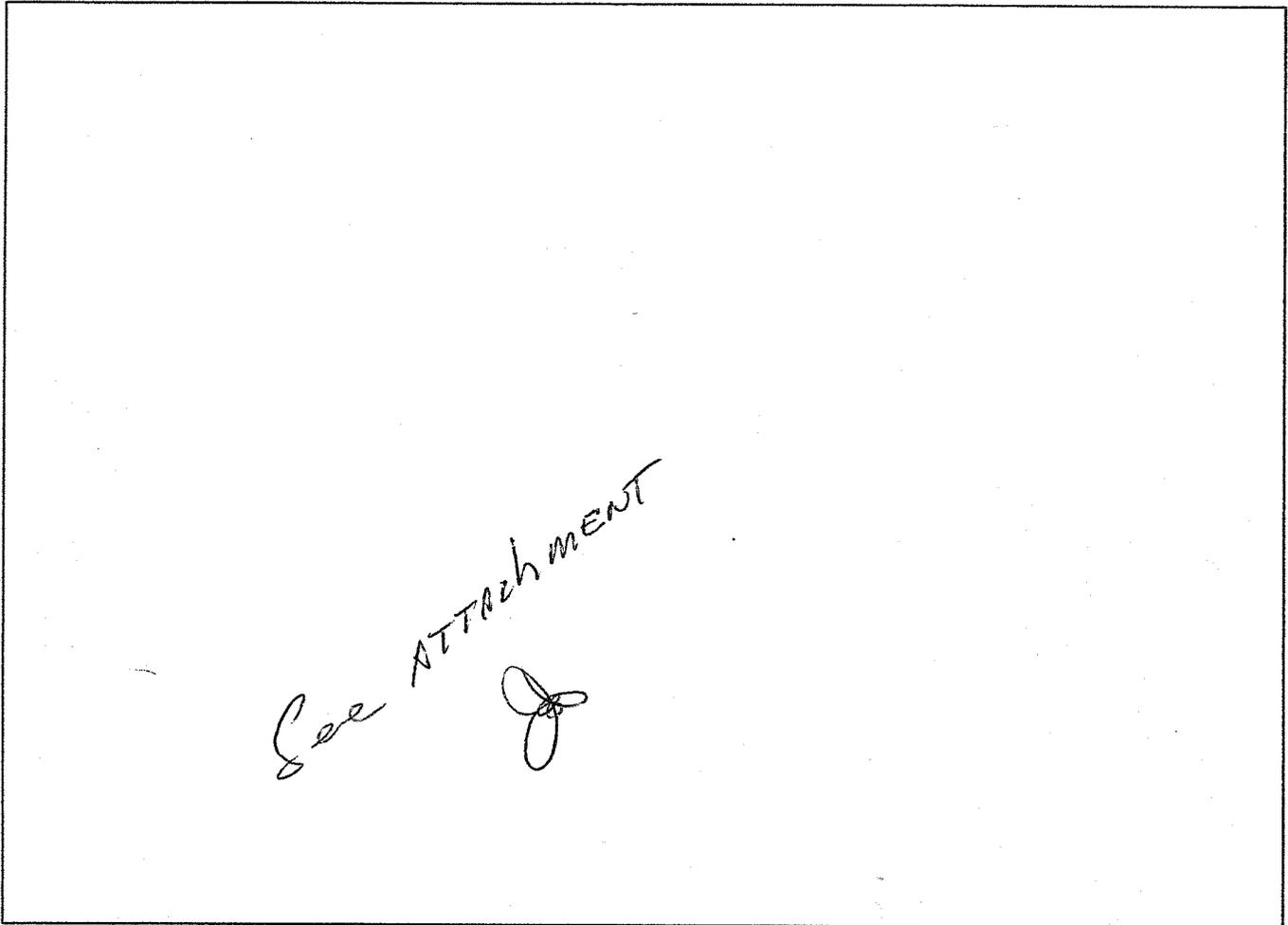
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

  
\_\_\_\_\_  
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.



**SECTION 16 Signature Block**

I, Joseph STEPHEN Nowal, 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.

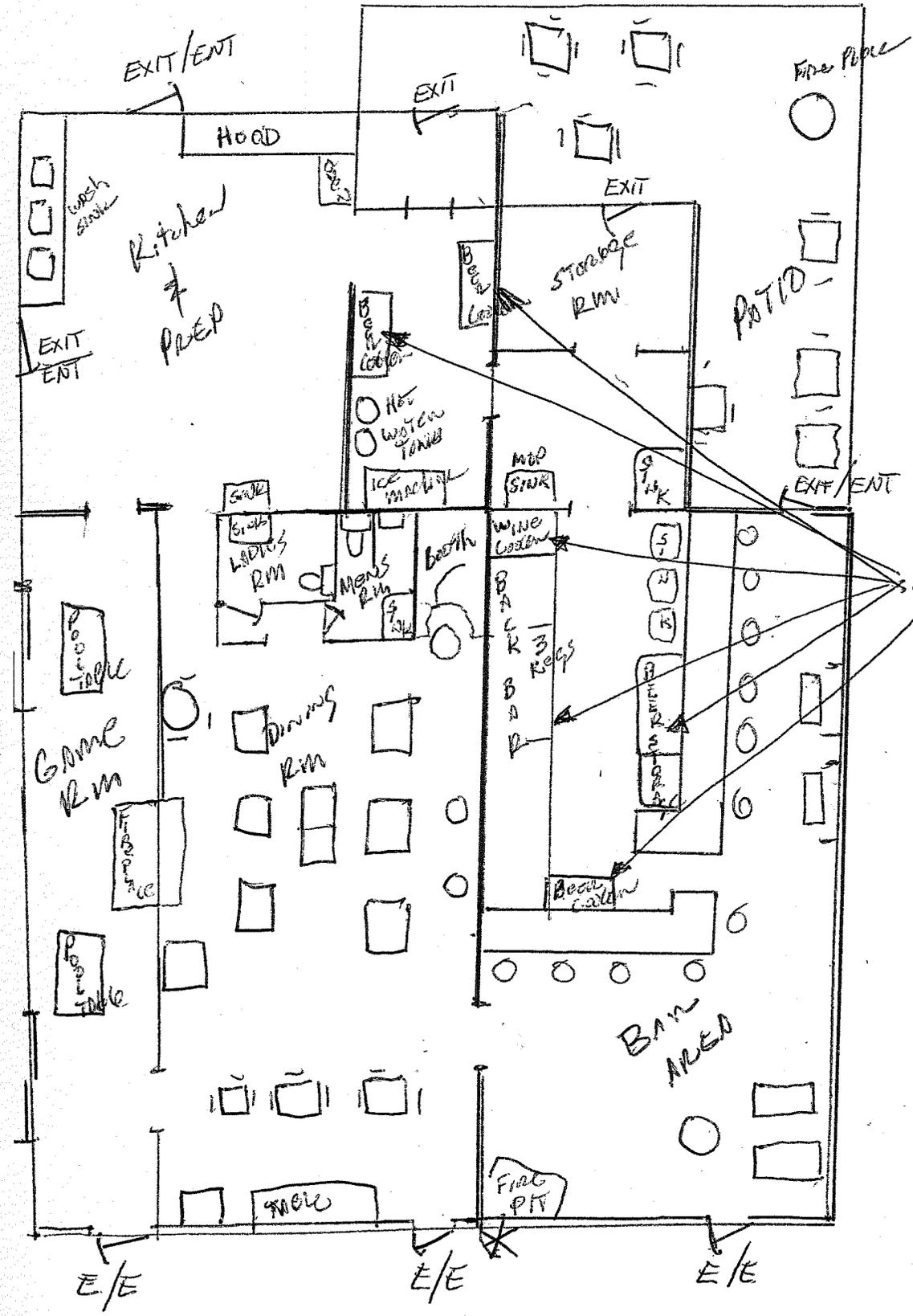
X *Joseph S Nowal*  
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 12 of MAY, 2015  
Day Month Year

My commission expires on: 1 JUNE 2017  
Day Month Year

*Robert Jon Bedient*  
OFFICIAL SEAL  
ROBERT JON BEDIENT  
Notary Public - State of Arizona  
MARICOPA COUNTY  
My Comm. Expires June 1, 2017



3360 TOTAL SQ. FOOTAGE

Liquor storage



**INTEROFFICE MEMORANDUM**

**DATE:** May 18, 2015

**TO:** Debi Savage, Treasurer

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

**SUBJECT:** Liquor License Application for Flying Grizzly Series #7

A public hearing will be held by the Board of Supervisors on July 7, 2015 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, *no later* than June 29, 2015.

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

---



---



---



---



---

Signed: Marta Gonzales



INTEROFFICE MEMORANDUM

DATE: May 18, 2015
TO: Scott Buzan, Chief Building Official
Community Development Division
FROM: Marian Sheppard, Clerk of the Board
SUBJECT: Liquor License Application for Flying Grizzly Series #7

A public hearing will be held by the Board of Supervisors on July 7, 2015 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board approve or disapprove the application. Please inspect the premises to verify that it complies with Section 13 of the application, and email the signed memo to Laurie Kline, Deputy Clerk, no later than June 29, 2015.

Davis
D. Fulmer
5/28/15

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

No PENDING ISSUES. PLEASE BE AWARE THAT THE COMMERCIAL TYPE KITCHEN INDICATED ON THE FLOORPLAN WILL REQUIRE A BUILDING PERMIT PLUS WASTEWATER AND HEALTH DEPARTMENT APPROVALS WHEN INSTALLED

Signed:

[Signature]
Scott L. Buzan

**INTEROFFICE MEMORANDUM**

**DATE:** May 18, 2015

**TO:** Michael O'Driscoll  
Health and Community Services Division Director

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

**SUBJECT:** Liquor License Application for Flying Grizzly Series #7

---

A public hearing will be held by the Board of Supervisors on July 7, 2015 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, *no later* than June 29, 2015.

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

We have no issues with the issuance of a Series #7 liquor license.

Signed: \_\_\_\_\_

Michael Russell  
5/26/15



## INTEROFFICE MEMORANDUM

**DATE:** May 18, 2015

**TO:** Amber Warden, Sheriff's Office

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

**SUBJECT:** Liquor License Application for Flying Grizzly Series #7

---

A public hearing will be held by the Board of Supervisors on July 7, 2015 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please arrange for a Deputy Sheriff to post the Notice and the application in a conspicuous place on the front of the premises where the business is proposed to be conducted. Once the Notice and application have been posted, Laurie Kline, Deputy Clerk needs to be notified so that she may track the required 20-day posting period. Once the Notice and application have been removed from the premises, please have the Deputy Sheriff sign and date the Affidavit of Posting and return all paperwork to Ms. Kline *no later* than June 29, 2015.

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: 5-20-15 Date of Posting Removal: 6-10-15

Applicant Name: Nowak Joseph Stephen  
Last First Middle

Business Address: 5079 Hwy. 87 Strawberry 85544  
Street City Zip

License #: 07040008

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 #

[Signature] 6-10-15  
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-3220**

**Public Hearing 2. C.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Don McDaniel Jr., County Manager

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

Department: County Manager

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates July 1,      Grant?: No

Begin & End: 2015-June 30,  
2016

Matching No      Fund?: Replacement

Requirement?:

---

Information

Request/Subject

Truth in Taxation Hearing

Background Information

The Gila County Board of Supervisors has published a notice of hearing to notify property taxpayers that the proposed primary property tax levy for FY 2016, excluding the amount attributable to new construction, is greater than the amount levied for 2015. Per Arizona Revised Statutes (ARS) § 42-17107, a notice of the hearing was published in the June 3, 2015, and June 17, 2015, editions of the Arizona Silver Belt newspaper, the official newspaper of the County for 2015, and in the June 9, 2015, and June 16, 2015, editions of the Payson Roundup newspaper. The Board of Supervisors also issued a press release containing the truth in taxation notice.

Evaluation

On February 10, 2015, per ARS, the Gila County Assessor transmitted to the Finance Department the total net primary assessed value of all properties in Gila County. The net assessed value for the entire County has increased year over year (2014 to 2015) from \$416,099,715 to \$482,220,482. This \$66,120,767 increase is the result of a \$56,000,000 increase in centrally assessed properties (mines and industrial properties assessed by the Arizona Department of Revenue) and the Assessor identifying \$10,000,000 in unreported and incorrectly assessed properties.

At the current primary property tax rate of \$4.19 per \$100.00 of assessed value, the property tax levy for FY 2016 is projected to be \$2,610,889 greater than the levy in FY 2015. The proposed Tentative Budget for FY 2016 is

balanced utilizing this additional revenue.

The Board of Supervisors has scheduled this truth in taxation public hearing on Tuesday, June 23, 2015, in order to obtain comments from interested citizens.

### Conclusion

For the last five (5) years the Gila County Board of Supervisors has faithfully refrained from increasing the \$4.19 tax rate even under severe conditions imposed by state unfunded mandates and county fund sweeps by the state. In addition, declining net primary assessed values of property over the last five years have reduced the property tax levy as much as 10% each year. The Elected Officials and the Board of Supervisors have been diligent in making operational adjustments and budget cuts to work within the reduced revenue.

It is important that the Board maintain the current \$4.19 tax rate and allow the increase in net assessed value to increase the available revenue to maintain county operations such as the Sheriff's Office, the Courts, the County Attorney, Public Works, all Elected Official Offices and appointed departments.

### Recommendation

Staff recommends that the Board conduct the public hearing and receive all comments from citizens regarding maintaining the current tax rate thereby increasing the property tax levy by \$2,610,889 over last year's levy; and that any motion to adopt an increased levy be voted on by a roll call of Board members.

### Suggested Motion

Information/Discussion/Action to consider approving the proposed primary property tax levy for FY 2016, excluding amounts that are attributable to new construction, that is \$2,610,889 greater than the amount levied for FY 2015. (Roll Call Vote) **(Don McDaniel)**

---

### Attachments

TNT Notice

Press Release for TNT Hearing

TNT Notice-Affidavit of Publication

---

# Truth in taxation hearing

## Notice of tax increase

In compliance with section 42-17107, Arizona Revised Statutes, Gila County is notifying its property taxpayers of Gila's intention to raise its primary property taxes over last year's level. Gila is proposing an increase in primary property taxes of \$2,610,889 or 14.8%.

For example, the proposed tax increase will cause Gila's primary property taxes on a \$100,000 home to increase from \$364.89 (total taxes that would be owed without the proposed tax increase) to \$419.00 (total proposed taxes including the tax increase).

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 23, 2015 at 10:00 A.M. in the Board of Supervisors Hearing Room at 1400 East Ash Street, Globe, AZ 85501.

## **Gila County Truth in Taxation; Notice of Public Hearing**

*CONTACT: Gila County Board of Supervisors (928) 402-8770*

For Immediate Release:  
June 16, 2015

**(GLOBE, AZ)** – In compliance with section 42-17107, Arizona Revised Statutes, Gila County is notifying its property taxpayers of Gila County’s intention to raise primary property taxes over last year’s level. Gila County is proposing an increase in primary property taxes of \$2,610,889 or 14.8%.

For example, the proposed tax increase will cause Gila County’s primary property taxes on a \$100,000 home to increase from \$364.89 (total taxes that would be owed without the proposed tax increase) to \$419.00 (total proposed taxes including the tax increase).

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held **June 23, 2015, at 10:00 a.m. in the Board of Supervisors Hearing Room at 1400 E. Ash Street, Globe, Arizona.**

###

**Affidavit of Publication**

**State of Arizona  
County of Gila**

**Marc Marin**, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described \_\_\_ legal, or √ advertising was duly published.

**DISPLAY ADVERTISING  
TRUTH IN TAXATION HEARING  
NOTICE OF TAX INCREASE**

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 2 consecutive weeks in the √ Arizona Silver Belt newspaper, and/or the \_\_\_ San Carlos Apache Moccasin newspaper. The dates of publication being as follows, to wit:

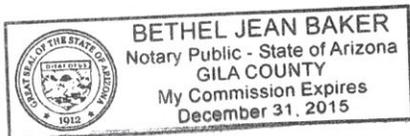
**June 3, 2015  
June 10, 2015**

  
\_\_\_\_\_  
(s) By: Marc Marin  
Publisher

State of Arizona )  
                          ) ss:  
County of Gila    )

The foregoing instrument was acknowledged before me **June 17, 2015**, by Marc Marin.

  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
December 31, 2015

# Truth in taxation hearing

## Notice of tax increase

In compliance with section 42-17107, Arizona Revised Statutes, Gila County is notifying its property taxpayers of Gila's intention to raise its primary property taxes over last year's level. Gila is proposing an increase in primary property taxes of \$2,610,889 or 14.8%.

For example, the proposed tax increase will cause Gila's primary property taxes on a \$100,000 home to increase from \$364.89 (total taxes that would be owed without the proposed tax increase) to \$419.00 (total proposed taxes including the tax increase).

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 23, 2015 at 10:00 A.M. in the Board of Supervisors Hearing Room at 1400 East Ash Street, Globe, AZ 85501.

**ARF-3225**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015  
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: 2015-2016      Budgeted?: Yes  
Contract Dates July 1, 2015-June 30, 2016      Grant?: Yes  
Begin & End:  
Matching No      Fund?: Replacement  
Requirement?:

---

Information

Request/Subject

Approve and accept First Things First Grant Renewal Amendment ofr Grant No. GRA-004-14-0616-01-Y3 - Parent Outreach and Awareness for early literacy.

Background Information

On March 31, 2015, 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 \$65,000 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.

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. To date, there are 1,647 children enrolled and receiving books monthly in the Gila Region service area, and an additional 1,513 children have "graduated" from this program by turning five in the past five years. The libraries in the Gila Region have committed to holding at least 40 early literacy themed workshops to provide additional support and information for parents of young children.

Conclusion

This Grant Renewal Amendment 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 \$65,000 for the period of July 1, 2015, through June 30, 2016.

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 a Grant Renewal Amendment for Grant No. GRA-RC004-14-0616-01-Y3 - Gila Parent Outreach and Awareness, which is a "Community-Based Literacy Grant" in the amount of \$65,000 for the period July 1, 2015, through June 30, 2016.  
**(Jacque Griffin)**

---

Attachments

2016 Grant Award

Renewal Application 2016

Original Grant Agreement GRA-RC004-0616-01

Legal Explanation

---

	<b>Grant Renewal Amendment Notification</b>	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5001
	<b>Grant Renewal/2016 Grant Award</b> GRA-RC004-14-0616-01-Y3 Gila Regional Partnership Council Parent Outreach and Awareness	

**CONTRACTOR:**

Gila County Library District  
 1400 E. Ash St.  
 Globe, Arizona 85501

**PURPOSE OF AMENDMENT:**

1. Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2015 through June 30, 2016.
2. Total award amount for the grant period is \$65,000.00.
3. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment  <hr/> Signature <p style="text-align: center;"><b>Michael A. Pastor</b></p> <hr/> Name <p style="text-align: center;"><b>Chairman, Gila County Board of Supervisors</b></p> <hr/> Title <p style="text-align: center;"><b>June 23, 2015</b></p> <hr/> Date	The above referenced amendment is hereby executed effective July 1, 2015 once signed and dated below:  <hr/> Josh Allen CFO/COO  <hr/> Date
---	--

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Bryan Chambers, Deputy County Attorney      DATE

## **First Things First Notice of Renewal Consideration**

DATE: March 11, 2015

TO: Gila County Library District

FROM: Michael Strawther  
Fiscal Specialist

RE: Renewal Information for Fiscal Year 2016

---

The current Fiscal Year (FY) 2015 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** – Contract Service Units

The completed renewal package (Attachments A-D) must be **received** no later than **4:00 PM on April 3, 2015**. Submit via email to [mstrawther@azftf.gov](mailto:mstrawther@azftf.gov). Electronic submissions 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, 2015 through June 30, 2016.

For questions, please contact me via email or phone, (602) 771-5097.

Thank you.

# First Things First Grant Renewal Instructions

July 1, 2015 – June 30, 2016

The following First Things First (FTF) grant is eligible for renewal by extending the current FY 2015 grant award. Programs in FY 2016 cannot be different in scope than from what was originally awarded.

<b>Grantee Name:</b>	Gila County Library District
<b>FTF Grant Number:</b>	GRA-RC004-14-0616-01-Y2
<b>Strategy Name:</b>	Parent Outreach and Awareness
<b>Data Template(s) Assigned:</b>	Parent Outreach and Awareness
<b>Eligible Renewal Amount:</b>	\$ 65,000.00  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-D.

**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 2016. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process.

**2016 Line Item Budget and Budget Narrative (Attachment C – must include both the line item budget and budget narrative)**

**FY2016 Contract Service Units (Attachment D)**

**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.

**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 **4:00 PM on April 3, 2015**. Submit via email or standard mail to:

Michael Strawther, Fiscal Specialist  
Marjorie Bennett, Fiscal Specialist  
First Things First  
4000 N. Central  
Phoenix, AZ 85012  
[mbennett@azftf.gov](mailto:mbennett@azftf.gov)  
[mstrawther@azftf.gov](mailto:mstrawther@azftf.gov)  
(602) 771-5097

## Attachment A

### Program Implementation Questions

1. If applicable, explain any proposed modifications for FY16, 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.
  - *Each month, over the last four 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. During the past year, thanks to First Things First, Gila County Library District has been able to purchase a subscription to an award winning publication, LADYBUG or CLICK, for each of the children graduating from the program. We feel that this has helped extend the parent/child interaction through the gap. While the FY16 budget does not include these magazines, Gila County Library District will strive to find additional means to continue this important service.*
  - *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. Since 2010, our Community Liaisons have conducted outreach in locations where parents of children ages birth to five years of age might be found. Nearly all parents in Gila County are now aware of this program or are being reached through other agencies. Therefore, we will not be employing Community Liaisons in this area for FY16. 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.*

**Attachment B**

**Program Implementation Plan  
2016**

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Timesheets/Payroll	Fill out timesheets	Pam Beerens	Weekly on Mondays	Filed with Gila County Payroll (Finance Dept)
	Process reimbursement request for Payroll from FTF	Pam Beerens	Monthly	Filed with FTF PGMS
Promotion of Early Literacy Programming in Gila County Registration of Children into Imagination Library	Register Children for Imagination Library	Public Library staff, other community agencies	July 2015 through June 2016	Registration forms will be turned over to Pam Beerens for input in IL System
	Locate Venues for Reaching Children whose parents don't come to library	Pam Beerens	Monthly	Found on IL System online <a href="http://www.imaginationlibrary.com/">http://www.imaginationlibrary.com/</a>
	Data updates for change of address	Pam Beerens	Monthly	Handled online through IL System
Foundation Site	NCOA Alerts for "Bad" addresses	Pam Beerens	Monthly	Monthly reports online 2 <sup>nd</sup> week of each month.
	Process invoices for book orders from Dollywood Foundation Imagination Library	Pam Beerens	Monthly	Filed with Gila County Finance Department
Invoicing	Process all other invoices for Early Literacy programming	Pam Beerens	As the need arises	Filed with Gila County Finance Department

	Input Paid Invoices to First Things First	Pam Beerens	Monthly	Filed with FTF PGMS
	Report Trainings to District Staff	Public Library staff	Quarterly	Email PUBLIC SERVICES LIBRARIAN
Data / Narrative Reports	Upload Data Report to FTF	Pam Beerens	Monthly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	Pam Beerens	Quarterly	Filed with FTF PGMS
	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Pam Beerens	August 2015	Keep on file in Gila County Library District Office and report to FTF PGMS
Evaluation	Evaluate Survey Responses	Pam Beerens	September 2015	Email report to County Librarian and PUBLIC SERVICES LIBRARIAN
	Include Survey results in quarterly report	Pam Beerens	October 2015	Filed with FTF PGMS
	Mail Survey to parents of children registered as of February 1 <sup>st</sup> during 4 <sup>th</sup> qtr.	Pam Beerens	April 2016	Copy of Survey on File in GCLD Office and report to FTF PGMS
Satisfaction Survey to Parents	Receive surveys and report on results	Pam Beerens	June 2015	Include survey results in Final quarterly report to FTF PGMS

	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Pam Beerens,	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
Early Literacy Training	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 Library staff, Community agencies	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, 2015 through June 30, 2016 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, 2015 – June 30, 2016**

Budget Category	Line Item Description	Requested Funds	Total Cost
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$5,280.00</b>
Salaries	Public Services Librarian 16% of FTE	5,280.00	
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$2252.56</b>
Fringe Benefits or Other ERE	Social Security, Medicare, Worker's Comp. Health Insurance and AZ Retire	414.48 1,838.08	
<b>PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>Professional &amp; Outside Services Sub Total</b>	<b>\$45,640.00</b>
Contracted Services	Dollywood Foundation Imagination Library Books	45,640.00	
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$0</b>
In-State Travel			
Out of State Travel			
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	
Subgrants or Subcontracts to organizations/agencies/entities			
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$5917.44</b>
• Postage	1500 postcards and letters for parent survey	1,218.50	
• Printing/Copying	Printing 1500 letters, postcards & envelopes	328.00	
• Program Incentives	Promo first books Shipping for books	4000.00 344.94	
• Office supplies	2000 Labels for Registration Forms	26.00	
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	
Equipment \$4,999 or less in value			
<b>Subtotal Direct Program Costs:</b>			<b>\$59090.00</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$5910.00</b>
Indirect/Admin Costs	10%	\$5910.00	
<b>Total</b>		<b>\$</b>	<b>\$65000.00</b>

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 her 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 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.

$$33,000 \times 16\% = \mathbf{\$5,280.00}$$

#### Summary of Personnel Services:

Public Services Librarian-	\$ 5,280.00
----------------------------	-------------

#### TOTAL PERSONNEL SERVICES:

**\$5,280.00**

**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%	\$327.36	
Medicare at 1.45%	76.56	
Workers Comp. Insurance at .20%	<u>10.56</u>	
		<b>\$414.48</b>

In addition, Health Insurance (calculated at 16% of \$7,660) and the County's contribution for Arizona State Retirement (calculated at 11.6% of \$5,280) is included, as follows:

Health Insurance	\$1,225.60	
Arizona State Retirement	<u>612.48</u>	
		<b>\$1,838.08</b>

**TOTAL EMPLOYEE RELATED EXPENSES:**

**\$ 2,252.56**

**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 1630 for a total of **\$47,600.00**.
- We will not be contracting with an evaluator 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. The survey will be conducted by the Public Services Librarian.

**Total Professional & Outside Services:**

**\$47,600.00**

**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*

- Postage for 1500 surveys (letters and return address postcards) for parents estimated at \$1,218.50
- Printing of 1500 letters, postcards & envelopes estimated at \$328.00.
- Promo first books and shipping estimated at 4344.94.
- 2000 labels for mailings, \$26.00.

**Total Other Operating Expenses:**

**\$5,917.44**

**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:**

**X 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:**

**\$5,910.00**

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## Attachment D

### FY2016 Contracted Service Units

#### **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 16.

Number of books distributed: 21,600

Number of events held: N/A

Number of resource guides distributed: N/A

Number of workshops held: 10

Number of participating practices: N/A

#### **Important Items to NOTE:**

- **If you are providing a Service Unit different than the FY15 contracted number, provide a brief description explaining the change.**
- **If you are not providing services for a particular Contracted Service Unit within the assigned Strategy please indicate with “NA”.**

**IMPORTANT:** Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

## 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 20<sup>th</sup> 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 <sup>st</sup> Quarter (July 1, 2013 – September 30, 2013)	Due: October 20, 2013
2 <sup>nd</sup> Quarter (October 1, 2013 – December 31, 2013)	Due: January 20, 2014
3 <sup>rd</sup> Quarter (January 1, 2014 – March 31, 2014)	Due: April 20, 2014
4 <sup>th</sup> 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](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@gclnaz.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@gclnaz.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@gclnaz.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@gclnaz.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.*

<b>Target Areas</b>	<b>2010 Census Data Birth to 5 yrs.</b>	<b>Enrollments in Imagination Library *</b>	<b>Target Population Reached</b>
<b>Globe/Miami</b>	<b>1101</b>	<b>899</b>	<b>82%</b>
<b>Hayden/Winkelman</b>	<b>78</b>	<b>118</b>	<b>151%</b>
<b>Payson/Star Valley/Gisela</b>	<b>953</b>	<b>915</b>	<b>96%</b>
<b>Pine/Strawberry</b>	<b>55</b>	<b>70</b>	<b>127%</b>
<b>Tonto Basin/Roosevelt</b>	<b>108</b>	<b>67</b>	<b>62%</b>
<b>Young</b>	<b>17</b>	<b>29</b>	<b>170%</b>

*\* 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 <a href="http://www.imaginationlibrary.com/">http://www.imaginationlibrary.com/</a>

Foundation Site		Mary Stemm	Monthly	Handled online through IL System
	Data updates for change of address	Mary Stemm	Monthly	Monthly reports online 2 <sup>nd</sup> 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
Data / Narrative Reports	Input Paid Invoices to First Things First	Mary Stemm	Monthly	Filed with FTF PGMS
	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 <sup>st</sup> during 4 <sup>th</sup> 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
<b>PERSONNEL SERVICES</b>		<b>Personnel Services Sub Total</b>	<b>\$11,312.31</b>
Salaries	5 Community Liaisons	11,312.31	
<b>EMPLOYEE RELATED EXPENSES</b>		<b>Employee Related Expenses Sub Total</b>	<b>\$963.68</b>
Fringe Benefits or Other ERE	Social Security, Medicare, Employee Comp.	963.68	
<b>PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>Professional &amp; Outside Services Sub Total</b>	<b>\$50,400.00</b>
Contracted Services	Dollywood Foundation Imagination Library Books	50,400.00	
<b>TRAVEL</b>		<b>Travel Sub Total</b>	<b>\$</b>
In-State Travel			
Out of State Travel			
<b>AID TO ORGANIZATIONS OR INDIVIDUALS</b>		<b>Aid to Organizations or Individuals Sub Total</b>	<b>\$800.00</b>
Subgrants or Subcontracts to organizations/agencies/entities	Kindergarten Evaluator	800.00	
<b>OTHER OPERATING EXPENSES</b>		<b>Other Operating Expenses Sub Total</b>	<b>\$1524.00</b>
• 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			
<b>NON-CAPITAL EQUIPMENT</b>		<b>Non-Capital Sub Total</b>	<b>\$</b>
Equipment \$4,999 or less in value			
<b>Subtotal Direct Program Costs</b>			<b>\$</b>
<b>ADMINISTRATIVE/INDIRECT COSTS</b>		<b>Total Admin/Indirect</b>	<b>\$</b>
Indirect/Admin Costs		\$	\$
<b>Total</b>		<b>\$</b>	<b>\$65,000.00</b>

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 4<sup>th</sup> 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 <b>attach</b> 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 <b>attach</b> 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 <b>attach</b> 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?  <b>NOTE:</b> Those organizations using allocable direct charges <b>must attach</b> a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate <b>must attach</b> 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

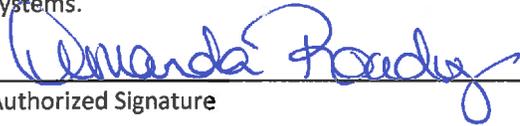
Date: March 19, 2013

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**

<b>Performance Measure</b>	<b>Plan for Data Collection</b>	<b>Plan for Using the Data</b>	<b>Quality Assurance</b>
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](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.



*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-3227**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

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

Fiscal Year: 2016 Budgeted?: Yes

Contract Dates July 1, 2015 - Grant?: Yes

Begin & End: June 30, 2016

Matching No Fund?: Replacement

Requirement?:

---

Information

Request/Subject

Approve and accept Arizona Early Childhood Development and Health Board (First Things First) Grant Agreement No. GRA-RC029-16-0761-01 for San Carlos Region Parent Outreach and Awareness for Early Literacy.

Background Information

On March 31, 2015, the Gila County Library District Board of Directors gave authorization to apply for this Grant. 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 609 children enrolled and receiving books monthly in the San Carlos Region, and 338 children have 'graduated' by turning five in the past three years. The Early Literacy Coordinator has held at least 40 workshops throughout the service area.

One final note: this Grant Agreement does not require a new signature page, since the

application that was previously submitted contained the signature pages, and one original with signatures was returned to us upon notification of award.

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 11,130 books to be distributed and 75 parenting workshops to be held.

Recommendation

Gila County Library District recommends that the Board of Directors approve and accept this Grant Agreement 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, 2015 through June 30, 2016.

Suggested Motion

Information/Discussion/Action to approve and accept Grant Agreement No. GRA-RC029-16-0761-01 - 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, 2015, through June 30, 2016. **(Jacque Griffin)**

---

Attachments

Grant Agreement GRA-RC029-16-0761-01

Legal Explanation

---

TO: Josh Allen, Chief Financial Officer  
FROM: Marjorie Bennett

RE: Items for CFO Signature

DATE: June 1, 2015

Below you will find a brief summary of the grant agreements or amendments that are provided for your review & signature. If you have any questions, please let us know and thank you in advance.

## Grant Agreements

Grantee: Gila County Library District  
Regional Partnership Council: San Carlos  
Funding: \$70,000  
Authorized: Approved at the June 2015 Board Meeting

### Program Services

- 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.
- They will focus on:
  - a. The Community Liaisons and the Early Literacy Program Coordinator will conduct outreach in locations where parents of children ages birth to five years of age might be found
  - b. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail address to the child
  - c. Gila County Library District will persist in its collaborative efforts striving to reach as many parents/caregivers of children birth through five with their Early Literacy message

### Target Service Units

- 15,000 Books to be distributed
  - 75 workshops to be held
-

## Grant Agreement Summary

**GRA Number:** GRA-RC029-16-0761-01

**Region/Funding Source:**

San Carlos Apache Regional Partnership Council

**Applicant Information:**

**Gila County Library District**  
1400 E. Ash Street  
Globe, Arizona 85501

**Contact Name:** Jacque Griffin  
**Email:** [jgriffin@gilacountyaz.gov](mailto:jgriffin@gilacountyaz.gov)  
**Phone Number:** (928) 402-8770

**Strategy:** Parenting Outreach and Awareness

**Amount Available for Award:** \$70,000

**Target Service Units:**

**Parenting Outreach and Awareness**

- 11,130 books distributed
- 75 workshops held

**Brief Description:**

The intent of the promising practice strategy, Parenting Outreach and Awareness, is to increase families' awareness of positive parenting; child development including health, nutrition, early learning and language acquisition; and, knowledge of available services and supports to support their child's overall development.

**Grant Term/Estimated Start Date:**

The estimated grant term is July 1, 2015 through June 30, 2016, unless terminated, cancelled or extended.

**Contact Information:**

Marjorie Bennett  
Fiscal Specialist  
First Things First  
Email: [mbennett@azftf.gov](mailto:mbennett@azftf.gov)  
Phone: (602) 771-5084

## GRANT AGREEMENT

GRA-RC029-16-0761-01

Between The  
**Arizona Early Childhood Development and Health Board**  
**San Carlos Apache Regional Partnership Council**  
**(First Things First)**  
And  
**Gila County Library District**  
**(Grantee)**

**I. Purpose**

The intent of the promising practice strategy, Parenting Outreach and Awareness, is to increase families' awareness of positive parenting; child development including health, nutrition, early learning and language acquisition; and, knowledge of available services and supports to support their child's overall development.

**II. Term, Renewal**

The term of the Agreement is July 1, 2015 through June 30, 2016. The parties may renew this Agreement for up to two (2) additional twelve (12) month extensions (including lesser parts thereof).

**III. Description of Services**

- A. The 2014 Regional Needs and Assets Report for the San Carlos Apache region reports that half of third-graders in Fort Thomas Unified School District and 21 percent of third-graders in San Carlos Unified School District passed the reading portion of the Arizona's Instrument to Measure Standards (AIMS). The San Carlos Apache Regional Partnership Council would like this strategy 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 Partnership Council that families get excited about reading to their children and have a home environment rich with books (Exhibit A).
- B. Parenting Outreach and Awareness provides families of young children with information, materials or connections to resources and activities that increase awareness of the importance of literacy rich home environments and reading daily with young children. The San Carlos Apache Regional Partnership Council is funding this strategy with the book distribution and parenting workshop components. It is not the intent of the Regional Partnership Council to fund earned media or paid advertising (Exhibit A).

- C. The target population is families of children birth to five years of age in the San Carlos Apache region. Through this grant agreement, 11,130 books will be distributed and 75 parenting workshops will be held (Exhibit A).

#### IV. GRANTEE'S Responsibilities

The Grantee shall:

- A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:
  - 1. Agency/Organization Profile
  - 2. Program Personnel Table/Program Organization Chart
  - 3. Required Narrative Responses
  - 4. Implementation Plan
  - 5. Line-Item Budget and Budget Narrative
  - 6. Funding Sources and Financial Controls

The completed forms and documents comprise part of this Agreement.

- B. Complete the Program(s) and Implementation Plan described in Section IV.A. In providing these services, the Grantee shall act in accordance with its Program Questions and Narrative Responses and the approved budget as well as the following First Things First documents: the Scope of Work (Exhibit A), Guidance Materials (Exhibit B), and the Data Security Guidelines and Requirements for Collaborators (Exhibit C). **Submission is requested on April 1, 2015 at 4:00 pm.**
- C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.
- D. Submit timely the reports described in Section VI.

#### V. Reimbursement/Payment

- A. First Things First shall pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to \$70,000, on the terms described in this Section.
- B. Payment is conditioned upon receipt by First Things First of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments shall be made only for those services performed or goods received.
- C. The Grantee shall submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee shall submit a final reimbursement request marked "final" no more than forty-five (45) days after the Agreement end date.** Expenses eligible for reimbursement must be paid, accrued or obligated by the Grantee

by the Agreement term end date. Final payment shall be contingent upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.

- D. Funds provided to the Grantee under this Agreement shall only be used to fulfill the Grantee's responsibilities under this Agreement. Any questions regarding the appropriate use of the funds shall be resolved by mutual agreement between the parties.
- E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee shall promptly repay the funds to First Things First.

**VI. Quarterly Program Narrative and Data Submission Reporting Requirements**

- A. At a minimum, the Grantee shall submit quarterly one Program Narrative Report and three Data Submission Reports (one per month) by the 20<sup>th</sup> of the month following the quarter via 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.
- B. Program Narrative and Data Submission Reports are due:

1 <sup>st</sup> Quarter (July 1 - September 30)	Due: October 20
2 <sup>nd</sup> Quarter (October 1 - December 31)	Due: January 20
3 <sup>rd</sup> Quarter (January 1 - March 31)	Due: April 20
4 <sup>th</sup> Quarter (April 1 - June 30)	Due: July 20
- C. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee shall collect, store and report the data for the Data Submission Reports separately for each region served.

**VII. General Terms**

- A. FTF Grants Uniform Terms and Conditions. First Things First's Grants Uniform Terms and Conditions (revision date January 2015) are hereby incorporated by reference into this Agreement as if fully set forth herein. Copies of this document are available at <http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx> (under Eligibility), by emailing [grants@azftf.gov](mailto:grants@azftf.gov) or by calling the First Things First Procurement Specialist, at 602-771-5114.
- B. Working on Sovereign Tribal Land. If the Grantee performs any work under this Agreement on sovereign land of an Indian tribe or nation, the Grantee shall comply with any requirements set forth by the tribal government in relation to essential

functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy, complete all Institutional Review Board (IRB) requirements, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities.

- C. Non-Discrimination. The provisions of State Executive Order 2009-09 are incorporated herein by reference. These provisions mandate, in part, that contractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee shall also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.
- D. Records. Pursuant to A.R.S. § 8-1174, the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records (“records”) relating to the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee shall produce any or all such records at First Things First’s main office in Phoenix, Arizona.

Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records shall be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

- E. Non-Availability of Funds. Every payment obligation of First Things First under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by 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.
- F. Relationship of Parties. The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

## VIII. Agreement Administration and Operations

- A. Advertising, Publishing and Promotion of Agreement. The Grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.
- B. Review of Printed Materials. First Things First must review and approve all Grantee publications and/or media funded or partially funded through this Agreement for compliance with this Agreement. The Grantee shall submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve prior to release. If deemed necessary by First Things First, the Grantee shall revise the materials as indicated by First Things First before publicly distributing the materials. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- C. Acknowledgment of FTF Funding. The Grantee shall recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee shall make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee shall also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.
- D. Public Awareness Efforts. The Grantee shall consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.
- E. Property of the State. Any materials and data required to be collected, delivered or created under this Agreement, 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.
- F. 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 Agreement and any related subcontract or subgrant ("Intellectual Property"), shall be work made for hire and First Things First shall be considered the creator of such Intellectual Property. First Things First 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 subcontractor(s) and subgrantee(s). The Grantee, on behalf of itself and any subcontractor(s) and 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 subcontractor(s) and subgrantee(s) to any entity not the State without the express written authorization of First Things First.

**IX. Indemnification**

- A. Not State Agency. This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) ("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 or any of its officers, officials, agents, employees or volunteers.
- B. Patent and Copyright. The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by the State of materials furnished or work performed under this Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.
- C. Subcontractors. The Grantee shall contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) 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 subcontractor or subgrantee or any of its owners, officers, directors, agents, employees or volunteers. This indemnity shall include any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the subcontractor or subgrantee 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 State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the subcontractor or subgrantee from and against any and all Claims. It is agreed that the

subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**X. Insurance.**

The Grantee shall provide a Certificate of Self-Insurance. The Certification shall be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee shall contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies shall be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration and consultation with First Things First.

**XI. Termination Upon 30 Days Notice**

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee shall cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

**XII. Notices**

The Grantee shall address all notices related to this Agreement to:

First Things First  
Finance Division  
4000 N. Central Avenue, Suite 800  
Phoenix, AZ 85012

First Things First shall address all notices related to this Agreement to:

Gila County Library District  
1400 E. Ash Street  
Globe, Arizona 85501

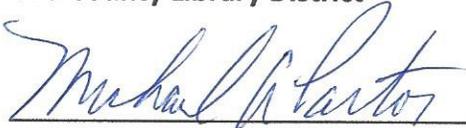
**XIII. Authority to Execute this Agreement**

Each individual executing this Agreement represents and warrants that he or she is duly authorized to do so.

**XIV. In Witness Whereof**

The parties hereto agree to carry out the provisions of this Agreement.

**FOR AND BEHALF OF  
Gila County Library District**



Michael Pastor  
Chairman, Gila County Board of Supervisors

5/12/15  
Date

**FOR AND BEHALF OF THE  
Arizona Early Childhood Development  
And Health Board**



Josh Allen  
CFO/COO

6/9/15  
Date

## Grant Agreement Attachments and Exhibits

Attachment A	Agency/Organization Profile
Attachment B	Program Personnel Table/Program Organization Chart
Attachment C	Required Narrative Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget and Budget Narrative
Attachment F	Funding Sources and Financial Controls
Exhibit A	Overview of First Things First and Scope of Work
Exhibit B	Guidance Materials
Exhibit C	Data Security Guidelines and Requirements for Collaborators

Agency/Organization Profile

A. Agency/Organization:

Program Name Parent Outreach and Awareness

Agency Gila County Library District Contact Person Jacque Griffin

Address 1400 E Ash St Position Assistant County Manager/County Librarian

Address Email jgriffin@gilacountyaz.gov

City, State, Zip Globe, AZ 85501 Phone 928-402-8770 Ext

County Fax 928-425-3462

Employer Identification Number: 86-6000444

Agency Classification: State Agency X 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? X Yes No If not, or if there has been address or EIN changes, please go to https://gao.az.gov/afis/vendor-information, 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 30

Agency's accounting method: X Cash Accrual

Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F? X Yes No

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:     Parents of Children Birth through Five    

Number of **books distributed**:     11,130 (750 x 12 months plus 780 promo first books plus 1,350 magazines)    

Number of **workshops held**:     75    

Please provide a brief description (250 words or less) of the proposed program, including service area and target population. This description may be used by First Things First for public information regarding the grant.

*Gila County Library District and the San Carlos Library will offer "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 Public Services Librarian is the Coordinator for the Dolly Parton's Imagination Library Program and provides support to the Community Liaisons and the Early Literacy Program Coordinator. The Community Liaisons and the Early Literacy Program Coordinator will conduct outreach in locations where parents of children ages birth to five years of age might be found. The Early Literacy Program Coordinator will plan and conduct parent programs at the library and other locations. The Liaisons will talk with parents at various venues throughout the region. 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.*

**C. Contact Information:**

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

**Main Contact:** is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

**Finance Contact:** is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.

**Program Contact:** is responsible for program implementation and will have access to the program and data reports in PGMS.

**Evaluation Contact:** is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

<b>PGMS Contacts</b>		
<b>Main Contact</b>	Name: Jacque Griffin	Email: jgriffin@gilacountyaz.gov
	Title/Position: County Librarian	Phone: 928-402-8770
	Physical Address (if different than the agency address):	
<b>Finance Contact</b>	Name: Pam Beerens	Email: pbeerens@gilacountyaz.gov
	Title/Position: Public Services Librarian	Phone: 928-402-8768
	Physical Address (if different than the agency address):	
<b>Program Contact</b>	Name: Pam Beerens	Email: pbeerens@gilacountyaz.gov
	Title/Position: Public Services Librarian	Phone: 928-402-8768
	Physical Address (if different than the agency address):	
<b>Evaluation Contact</b>	Name: Pam Beerens	Email: pbeerens@gilacountyaz.gov
	Title/Position: Public Services Librarian	Phone: 928-402-8768
	Physical Address (if different than the agency address):	

### Program Personnel Table

In the following table, provide a list of all personnel or positions that will be fully or partially funded through the proposed program. For Key Personnel, include the name and position title; pertinent background and/or expertise that specifically relates to the program, including degrees, field of study, number of years in the field, and other qualifications that align with the Standards of Practice requirements; and their roles and responsibilities. If the position is to be hired (TBH), then describe the desired background/expertise/degrees and field of study. For all personnel, provide the Full Time Equivalent (FTE) for each position.

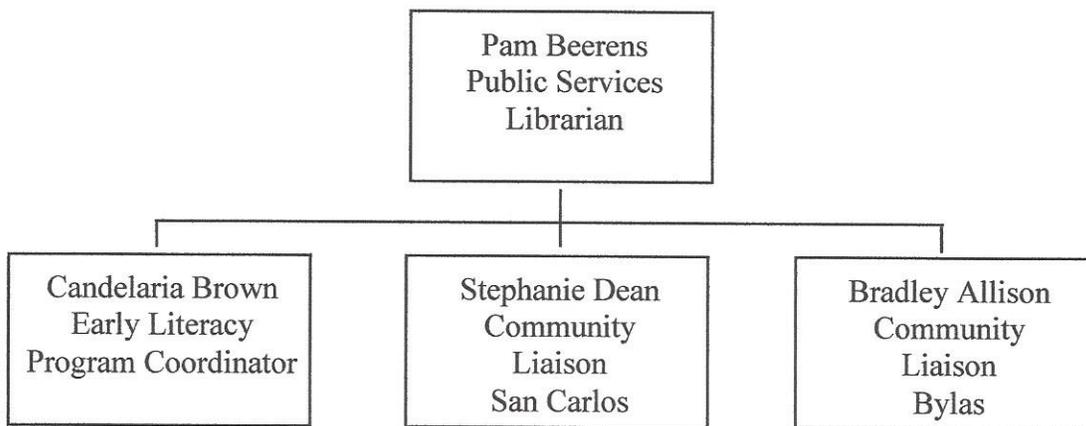
<b>Key Personnel</b> - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.			
<b>Name/ Position Title</b>	<b>Background/Expertise*</b>	<b>Key Roles and Responsibilities</b>	<b>FTEs funded through the program</b>
<i>Pam Beerens/ Public Services Librarian</i>	MLS degree, Early Literacy training, grant management experience, computer knowledge, general office experience.	Grant Administration, Financial, Program, create evaluation forms and collect required FTF evaluation data, monitor and evaluate workshops conducted by the Early Literacy Program Coordinator.	.16
<i>Candelaria Brown/ Early Literacy Program Coordinator</i>	Has knowledge of Early Literacy Programming. Communicates well with adults and children alike. 2+ years experience working at the local library.	Plan and conduct Early Literacy workshops for parents at San Carlos Library, Head Start, and other locations.	.30
<i>Stephanie Dean/ Community Liaison</i>	Familiar with local communities and events. Three years experience as Community Liaison. Previous experience as Early Steps Coordinator.	Provide research-based information to parents in San Carlos and Peridot and surrounding areas about brain development and the importance of early literacy. Sign up children for the Imagination Library.	.30
<i>Bradley Allison/ Community Liaison</i>	Familiar with local communities and events. Thirteen years experience as Jagerache Homeschool Administrator. Transit Driver for San Carlos Apache Tribe.	Provide research-based information to parents in Bylas about brain development and the importance of early literacy. Sign up children for the Imagination Library.	.13
<b>Additional Personnel</b> - those individuals fully or partially funded through the proposed program but not directly implementing or managing the program.			

<b>Program Total:</b>	<b>.89</b>

\* Resumes and/or job descriptions for **key personnel** may be requested at any time but unless otherwise indicated, they do not need to be submitted. If awarded and the program undergoes changes in staff, a Staff Change Notification form along with an updated version of this table will need to be submitted to First Things First within 14 days of the proposed change.

### Program Organization Chart

For all of the personnel or positions that will be fully or partially funded through the proposed program, provide a program organizational chart that illustrates the hierarchy of positions/responsibilities specific to the proposed program.



## Required Narrative Responses

Provide a narrative response that addresses the following items.

- 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, San Carlos Public Library, and Gila County Health Department (WIC) to promote early literacy development in young children, birth to age five, by providing evidenced-based research training to parents/caregivers at various locations throughout the San Carlos Apache Reservation. The District will enroll children in the Imagination Library program whose parents/caregivers attend the information sessions on the importance of early literacy which include information from 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. The Early Literacy Program Coordinator will plan and conduct weekly parent and caregiver workshops at the San Carlos Public Library and Head Start locations. The content of workshops will be monitored and evaluated by the Public Services Librarian. Brain Boxes will be used to instruct parents on the importance of developing early reading skills and ways to work with their children.*

*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 evidenced-based research 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 storytimes 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 \$25.59 per child per year), and pick up undeliverable books at the Post Offices throughout the service area. When the parents are known by the Liaisons, these books will be hand-delivered by the Liaisons as time permits. Remaining books will be given as First Books to children who sign up for the program. The County Librarian and Public Services Librarian will evaluate the program on a regular basis, create the evaluation forms and collect the required FTF evaluation data. Staff at the library will be involved in enrolling children and assisting with the collection of evaluation data. The Community Liaisons will provide evidenced-based research training in venues and at events that happen in each of the communities. The Community Liaisons will offer parent and caregiver early literacy trainings with the local partners, i.e. San Carlos Apache Tribe WIC, San Carlos Head Start, etc.*

*The Community Liaisons and the staff at the San Carlos Public Library will be actively involved in enrolling children at the library, 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, the 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 doctors' 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 distributed by Community Liaisons and the San Carlos Public Library Manager to the families participating in the program.*

- b) Provide a description of the following related to the target population to be served by the proposed strategy:
- How the program will specifically address the target population identified in this agreement. How the Target Service Number based on the Unit of Service(s) included in the Scope of Work (Exhibit A) will be achieved.
  - How the program will meet the needs of the targeted population in terms of being culturally responsive, linguistically appropriate, age appropriate and gender responsive.
  - How recruitment and outreach efforts and engagement and retention practices will be employed in this program for the targeted population.

*The Gila County Library District will target 750 children ages birth to five in the region to be registered and receive books through the Imagination Library program, a 21% increase, and 150 5-year-olds to receive 9 issues of Ladybug Magazine. The 2010 U.S. Census counted 1203 children in the birth to five population in the Bylas/Peridot/San Carlos region. Average enrollment for FY14 was 575. Final enrollment for FY15 is 620 plus 147 magazine subscriptions. In future years, as enrollment increases, we will re-evaluate personnel needs and appropriate more money toward books.*

*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 the Imagination Library Book Program.*

*By hiring an Early Literacy Program Coordinator and Community Liaisons who know the needs of the targeted population in terms of cultural competency, the District hopes to successfully continue to reach a large percentage of the targeted population. The Early Literacy Program Coordinator will plan and conduct parent-child workshops at the San*

*Carlos Public Library and Head Start locations, using Brain Boxes, Storytimes, and information from the Every Child Ready to Read curriculum. The Liaisons will talk with parents at various venues throughout the region.*

- c) Identify capacity or infrastructure building which will be needed to provide the proposed program, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance.

*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. Each of these entities is a part of the San Carlos Collaborative of First Things First. The San Carlos Public Library is an affiliate of the Gila County Library District. We have informal partnerships with the other groups. This is an area which we will develop further to be aware of services provided. The Safford City-Graham County Library assists us by using the Imagination Library to transfer registrations of children from Bylas who are part of our region.*

- d) Identify barriers to providing the proposed program 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 Liaisons. The District will reach out to the Regional Director of the San Carlos Apache Regional Partnership Council for guidance and direction in continuing the process to gain permission to implement services in the regional area. The Early Literacy Program Coordinator will contact Head Start and other locations outside of the San Carlos Public Library to make arrangements to conduct workshops. The Liaisons will seek permission to set up booths and/or talk with parents at various community events.*

- e) Describe plans to recruit and locate personnel within the geographical region of the provided program that meet the staff qualification standard detailed in the Standards of Practice and are linguistically appropriate and culturally responsive for the population to be served. If there is anticipated difficulty in hiring qualified personnel, include a plan and timeline for supporting staff to meet the qualification standard.

*By hiring temporary part-time employees who live on the San Carlos Apache Reservation as Community Liaisons, the District hopes to avoid any barriers such as linguistic and cultural conflicts between the promoter and the parents/caregivers that would come up if the promoter were not from the local communities. The current Early Literacy Program Coordinator, Candelaria Brown and the two Community Liaisons, Stephanie Dean and Bradley Allison, reside within the San Carlos Apache Reservation. These personnel will be retained for FY16. If a need arises to replace personnel, we will again advertise for applicants within the San Carlos area and keep this a priority in evaluating applications and conducting interviews.*

- f) Describe steps that will be taken to promote collaboration with other government departments and partners working with the agency.

*The District will instruct the Community Liaisons to seek out tribal departments and partners by becoming active members 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 and maintain data securely and confidentially.

*The 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 protocol and procedures. Data collection and FTF evaluation activities will be directly connected with the Goals, Performance Measures and Units of Services aligned to the strategy described in this scope of work. The Early Literacy Program Coordinator will report to the Public Services Librarian the number and type of workshops conducted and the number of participants. The Public Services Librarian will clarify if these meet the criteria for a "workshop" and add them to the quarterly reports. The Liaisons will report the number of events attended and the number of parents and children with whom they interact.*

## Attachment D - Implementation Plan

The Implementation Plan should illustrate the critical activities in developing, initiating, and implementing the program. The following table should be expanded as necessary to include the activities that demonstrate effective program planning and implementation.

### Implementation Plan July 1, 2015 – June 30, 2016

Activities	Task	Person Responsible	Date Task Will Be Completed	Support Documentation
Hire Community Liaisons and Early Literacy Program Coordinator	Rehire San Carlos Liaison, Bylas Liaison, and Early Literacy Program Coordinator	Jacque Griffin/Pam Beerens/Gila County HR Dept.	July 2015	
	Update staff information in FTF PGMS	Pam Beerens	July 2015	Filed with FTF PGMS
Promotion of Early Literacy Programming in Communities of San Carlos Apache Reservation	Mandatory meeting between GCLD Library Staff, San Carlos Librarian, Early Literacy Coordinator, and Liaisons to plan the promotion of Early Literacy Programming, providing copies of Every Child Ready to Read curriculum materials as examples for conducting workshops and speaking with parents.	Jacque Griffin/Pam Beerens	July 2015	
	Registration of Children into Imagination Library			
	Register Children for Imagination Library	Community Liaisons	July 2015 through June 2016	Registration forms will be input in IL System
	Locate Venues for reaching parents who do not come to the library, to talk with them and enroll their children in the Imagination Library.	Community Liaisons	July 2015 through June 2016	Liaisons will report to Public Services Librarian for quarterly narrative.

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	Meeting calendar and meeting agendas
	Hold "Baby Time Brain Time" at San Carlos Library Hold "Baby Time Brain Time" in Bylas (Place to be determined) Hold Pre-school Child/Parent Story Time at San Carlos Library Hold Early Literacy Programs at Community Venues			
Early Literacy Programming	Hold "Baby Time Brain Time" at San Carlos Library Hold "Baby Time Brain Time" in Bylas (Place to be determined) Hold Pre-school Child/Parent Story Time at San Carlos Library	Early Literacy Programming Coordinator	Weekly	Sign-in sheets
	Hold Early Literacy Programs at Community Venues		Monthly	Sign-in Sheets
Input Imagination Library Registrations into Dollywood Foundation Site	Data Input for new registrations	Pam Beerens /Community Liaisons	Monthly	Found on IL System online
	Data updates for change of address NCOA Alerts for "Bad" addresses Process invoices for book orders from Dollywood Foundation Imagination Library	Pam Beerens Pam Beerens Pam Beerens	Monthly Monthly Monthly	Handled online through IL System Monthly reports online at first of each month. Filed with Gila County Finance Department
Invoicing	Process all other invoices for Early Literacy programming	Pam Beerens	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First Report Trainings to District Staff Upload Data Report to FTF	Pam Beerens Liaisons Pam Beerens	Monthly Monthly Monthly	Filed with FTF PGMS Email Public Services Librarian Filed with FTF PGMS
Data / Narrative Reports	Upload Narrative Report to First Things First	Pam Beerens	Quarterly	Filed with FTF PGMS

	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Liaisons	August 2015	Keep on file in Gila County Library District Office and report to FTF PGMS
Evaluation	Evaluate Survey Responses	Liaisons Pam Beerens	September 2015 October 2015	Email report to County Librarian and Public Services Librarian Filed with FTF PGMS
	Include Survey results in quarterly report			
Satisfaction Survey to Parents	Distribute Survey to parents of children registered as of February 1 <sup>st</sup> during 4 <sup>th</sup> qtr. Receive surveys and report on results	Liaisons and Early Literacy Coordinator Pam Beerens Pam Beerens	April 2016 June 2016	Copy of Survey on File in GCLD Office and report to FTF PGMS 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 Continue one-on-one training w/parents	Jacque Griffin, Pam Beerens, Community Liaisons San Carlos Librarian, Community Liaisons	As often as possible when the occasions arise Daily as the need arises	Filed with FTF PGMS Data Reports Filed with FTF PGMS quarterly reports



## **Budget Narrative**

The purpose of the budget narrative is to provide more clarity and detail on the budget line items. The budget narrative should explain the criteria used to calculate the amounts entered in the line-item budget. The budget narrative should include all budgeted items and correspond directly with the proposed 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 program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

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.

$$33,000 \times 16\% = \mathbf{\$5,280.00}$$

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:** **\$31,293.00**

**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/organization.*

Gila County provides matching funds for:

FICA at 6.2%	\$1,940.17	
Medicare at 1.45%	453.75	
Workers Comp. Insurance at .20%	<u>62.59</u>	
		<b>\$2,456.51</b>

In addition, Health Insurance (calculated at 16% of \$7,660) and the County's contribution for Arizona State Retirement (calculated at 11.6% of \$5,280) is included, as follows:

Health Insurance	\$1,225.60	
Arizona State Retirement	<u>612.48</u>	
		<b>\$1,838.08</b>

**Total for Employee Related Expenses: \$4,294.59**

**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 program. 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. Average rate of approximately \$25.59/year per child with a goal of 750 for a total of **\$19,190.83**.

**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 program (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the program). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://gao.az.gov/travel/travel-information>) 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 2000 miles @ .44 ½ per mile = \$890.00

**Total for Travel: \$890.00**

**Aid to Organizations or Individuals:** *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor 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, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and 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.

780 Promo-Library Books @ \$2.15 average:	\$1,680.00
Shipping:	100.00
150 Graduate Magazine Subscriptions: (Average 9 per month per year at \$24.95/ea.)	\$3,780.00
1000 Registration Brochures in English: (A vivid, 4 color registration brochure with a complete description of the program and room to include sponsor names and logos)	\$ 450.00
Craft Supplies for workshops: (Colored paper, manila paper, crayons, markers, glue sticks, play dough, tempera paint, scissors, brushes, etc.)	\$ 607.95
800 Parent Survey Printing (letters, postcards):	\$ 225.00
Nutritious food snacks for workshops: (75 workshops @ \$15 ea.)	\$ 1,125.00

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: \$7,967.95**

**Capital Equipment:** *If allowable within the scope of the grant - For items that are tangible, non-expendable, and movable having a useful life of more than one year and a value of \$5,000 or greater, explain each item to be purchased, how the costs were determined and justify the need for the items based on the scope of work and the benefit to the program. All purchases should be made through competitive bid or using established competitive purchasing procedures.*

**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 agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

**Applicants must list either Option A or Option B and provide proper justification for expenses included:**

**Option A - Administrative Costs:** with proper justification, 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 management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

**OR**

**Option B - Federally Approved Indirect Costs:** If your agency/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 5/12/15

### Funding Sources and Financial Controls

A. In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization has made or will make available to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount	✓ If used for match on this grant
N/A			
<b>Total:</b>		0.00	

B. Describe the financial controls and accountability measures the agency/organization will employ for the proposed program.

*The organization's (Gila County) accounting system completely and accurately tracks the receipt and disbursements of funds by each grant or funding source. The accounting system provides for the recording of actual costs compared to budget costs for each budget line item. All accounting entries and payments are supported by source documentation. The organization maintains a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract. The organization maintains written procurement policies and procedures.*

The 2012 Audit can be found at  
[http://www.gilacountyaz.gov/documents/finance/docs/Audits/Gila\\_Cty\\_06\\_30\\_12\\_SA.pdf](http://www.gilacountyaz.gov/documents/finance/docs/Audits/Gila_Cty_06_30_12_SA.pdf)

Authorized Signature Jaeger Huff Date 5/12/15

## Exhibit A – Overview of First Things First and Scope of Work

### Overview of First Things First

First Things First is designed to meet the diverse needs of children and families in Arizona communities. The statewide First Things First Board and Regional Partnership Councils in local communities across the state share the responsibility of ensuring that early childhood funds are spent on strategies that will result in improved development, health and education outcomes for young children.

Local Regional Partnership 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 and 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 only 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 to impact children birth to age five and their families:

- 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
- 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 if Arizona is making progress in providing opportunity for young children to be ready for school and set for life. 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

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.

- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.
- #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars.
- #/% 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.
- % of children with newly identified developmental delays during the kindergarten year.
- #/% of children entering kindergarten exiting preschool special education to regular education.
- #/% of children ages 2-4 at a healthy weight (Body Mass Index-BMI).
- #/% of children receiving at least six well child visits within the first 15 months of life.
- #/% of children age 5 with untreated tooth decay.
- % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

## Scope of Work

### Statement of Need

In the San Carlos Apache Region the San Carlos Unified School District is the only school district that lies fully within the reservation boundaries. Other children who live in the region also attend school in the Fort Thomas Unified School District. The 2014 Regional Needs and Assets Report for the San Carlos Apache region reports that half of third-graders in Fort Thomas Unified School District and 21 percent of third-graders in San Carlos Unified School District passed the reading portion of the Arizona's Instrument to Measure Standards (AIMS). The stakes have never been higher for children to be ready to read when they enter kindergarten. Third graders are possibly held back if they are not reading on grade level.

The Regional Needs and Assets Report also states that 39 percent of the births in the San Carlos Apache Region are to women without a high school diploma or GED, a rate that is higher than that of all Arizona reservation combined (33 percent) causing concern among the Regional Partnership Council that mothers may not be as excited to read to their child.

The San Carlos Apache Regional Partnership Council would like this strategy 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 Partnership Council that families get excited about reading to their children and have a home environment rich with books.

### Description of Strategy

Parenting Outreach and Awareness provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health. In most cases, outreach and awareness alone are not sufficient to make or sustain a behavior change. While awareness may increase, families may not have the resources or tools to effectively implement the change. For example, families may have heightened awareness of the benefits of reading to their child, but do not understand which books are

developmentally appropriate or know how to read to a child at different developmental stages. They may not have access to books (e.g., may not be able to afford books; may not live close to a library or have transportation).

While the Parent Outreach and Awareness strategy is considered to be a promising practice, some programs that increase awareness and knowledge may indeed be evidence based or evidence informed and result in behavior change. It is important to consider that Parenting Outreach and Awareness is likely one approach in the continuum of family support efforts that can provide assistance to families and is likely most effective when coupled or bundled with other supports and services.

The San Carlos Apache Regional Partnership Council is funding this strategy with the book distribution and parenting workshop components. It is not the intent of the Regional Partnership Council to fund earned media or paid advertising. It is important to consider that Parenting Outreach and Awareness is likely one approach in the continuum of family support efforts that can provide assistance to families and is likely most effective when coupled or bundled with other supports and services.

It is expected that the grantee for this grant will adhere to the applicable standards contained in the Parenting Outreach and Awareness Standards of Practice and comply with the Requirements for On Site Child Care Policy and Suspected Child Maltreatment Mandated Reporting Policy. For a link to these documents, refer to the Guidance Materials section of this Agreement.

It has been the experience of First Things First staff that any program new to the San Carlos Apache region that has never implemented a program on the reservation before will need to connect with the Regional Director first before attempting to implement 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, it is important for the program, who will be using the First Things First name in the community, to connect with the Regional Director—at least initially.

Any program who will be implementing this strategy in the 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 program who receives this grant will need to be a part 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.

### **Applicable School Readiness Indicators**

Partners implementing this strategy will work collectively with First Things First to address 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 wellbeing.

### **Applicable Goal Areas**

Partners implementing this strategy will work collectively with First Things First to address the goal areas below:

- Improve the quality of early childhood development and health programs
- Offer parent and family support and education concerning early childhood development and literacy

### **Target Population and Geographic Area to Serve**

The target population is families with children birth to five years; 800 children ages birth to five, slightly over half, in the region to be registered and receive books through the Imagination Library Book Club program.

**San Carlos Apache Regional Partnership Council** provides services in the communities of the San Carlos Apache Tribe located on the San Carlos Apache Indian Reservation. Programs funded under this Agreement must provide services throughout the region. Please note Regional Partnership Council boundaries are set by the Board of First Things First every two years. The Board of First Things First approved updated Regional Partnership Council boundaries for FY2015 and beyond. Please use the following "mapping resource" to see a visual picture of the Regional Partnership Councils and/or search for a council by address: <http://maps.azftf.gov/>

### **Target Service Units and Performance Measures**

A Target Service Unit (TSU) is a First Things First designated indicator of performance specific to each First Things First strategy and it is set by the Regional Council. It is composed of a unit of measure (e.g., participating adults) and a target number. The unit of measure can be a target population (e.g., participating adults), a product (e.g., books distributed) or a service (e.g., fluoride varnishes applied to children, ages 0-5) that a grantee is expected to serve as part of an agreement. The target number represents the actual number of service units proposed to be delivered during the contract year.

Performance Measures are (1) key indicators of performance (Target Service Units); (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 more specific information about the Target Service Units for this strategy, refer to the Guidance Materials section of this Agreement to find the link to the Target Service Unit Guidance Document.

The Target Service and Performance Measures for this strategy are:

**Target Service Units:**

**Number of books distributed: 15,000 (11,130 books distributed for GRA-RC029-16-0761-01)**

**Number of workshops held: 75**

**Performance Measures:**

Number of books distributed/proposed number

Number of workshops held/proposed number

Number of children receiving books

Number of adults attending workshops

## Guidance Materials

All Standards of Practice and Target Service Unit (TSU) Guidance Documents can be accessed through the FTF Strategy Toolkit, located at <http://www.azftf.gov/pages/strategytoolkit.aspx>.

Links to the documents specific to this Grant Agreement are located below. There may be other documents that appear on the links but the documents required for this Grant Agreement are indicated below. For difficulty in accessing any of the documents, email the name of the document and the Grant Agreement number to [grants@azftf.gov](mailto:grants@azftf.gov) for assistance.

### Standards of Practice Documents Required for this Grant Agreement

**Parenting Outreach and Awareness Standards of Practice:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

**Requirements for On-Site Child Care:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

**Suspected Child Maltreatment - Mandated Reporting Policy:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

### Target Service Unit (TSU) Guidance Document

**Parenting Outreach and Awareness TSU Guidance Document:**

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

## 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 a 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, Grantees 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, 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 recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, First Things First is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, grantees shall only collect, use and share data from tribal land in accordance with a data collection agreement between a tribe and First Things First or the grantee.

#### 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's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website, [www.azftf.gov](http://www.azftf.gov), under Funding/Eligibility & How to Apply or <http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx>

Revised December 2014



*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-3173**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Jacque Griffin, Asst. County Manager/Librarian

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

Department: Asst County Manager/Library District

---

Information

Request/Subject

Gila County Library District FY 2015-2016 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 2015-2016, 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 County 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

Information/Discussion/Action to adopt the Fiscal Year 2015-2016 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.)**

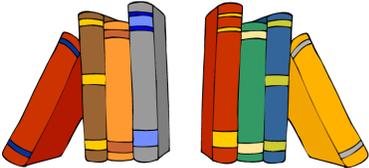
---

Attachments

GC Public Libraries in Review

---

# Gila County Public Libraries: 2014 in Review

	<p><b>Visits: 192,910</b></p> <p>More than 3,710 people visited the eight libraries each week, or an average of 93 people/library/day</p>
	<p><b>Library Cards: 20,645</b></p> <p>Nearly <b>40%</b> of residents have an active card (used within the past three years).</p>
	<p><b>Items Borrowed: 256,995</b></p> <p>On average, every resident borrowed 4.8 items: books, audio, movies as well as e-books and e-magazines.</p>
	<p><b>Books Available: 227,886</b></p> <p>Libraries have 80,000 children's books, and more than 20,000 videos.</p>
	<p><b>Public Computer Sessions: 57,741</b></p> <p>Gila County libraries have 72 public computers which represents a 10% increase in 5 years. Computer usage continues to climb.</p>
	<p><b>Program Attendance: 13,321</b></p> <p>Libraries held 1,106 programs, a 40% increase in 5 years.</p>
	<p><b>Library Staff: 23.5</b></p> <p>Represents a 20% decrease in staff in 5 years.</p>
	<p><b>Cost: \$28.04 per resident</b></p> <p>Total operating budget for libraries:          \$1.1 million county secondary tax funds          \$400,000 municipal funds          (additional \$220,000 in grants and donations )</p>

**ARF-3174**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Don McDaniel Jr., County Manager

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

Department: County Manager

Fiscal Year: FY 2015-2016 Budgeted?: Yes

Contract Dates FY 2015-2016 Grant?: No

Begin & End:

Matching No Fund?: Replacement

Requirement?:

---

Information

Request/Subject

Gila County FY 2015-2016 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 2015-2016 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 2015-2016 Annual Tentative Gila County Budget in the amount of \$91,985,237; authorize the publication of the summary budget; and set the public hearing for July 28, 2015, to adopt the Final Fiscal Year 2015-2016 Gila County Budget. **(Don McDaniel)**

---

Attachments

Gila County FY16 Tentative Budget

---



# Gila County

## Arizona



Tentative Budget Fiscal Year 2015-2016

---

**Annual Tentative Budget**  
**Fiscal Year 2016**  
**(July 1, 2015 – June 30, 2016)**  
**GILA COUNTY BOARD OF SUPERVISORS**



**Tommie Cline Martin, District 1**  
**Michael Pastor (Chairperson), District 2**  
**John Marcanti, District 3**

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

**Jeff Hessenius**  
**Finance Director**

**Budget Team**  
**Stacie Allison**  
**Shelley McPherson**  
**Jacque Griffin**

**[www.gilacountyaz.gov](http://www.gilacountyaz.gov)**

# FISCAL YEAR 2015-2016 BUDGET CALENDAR

DATE	DESCRIPTION	ASSIGNED
JANUARY 31	PRELIMINARY FY16 EXPENDITURE LIMITATION AMOUNT	ADOR EEC
FEBRUARY 10	PROPERTY VALUATION ESTIMATE	ASSESSOR
MARCH 2	BEGIN FY16 BUDGETARY DATA ENTRY INTO NEW WORLD SYSTEMS	DEPARTMENTS
APRIL 1	FINAL FY16 EXPENDITURE LIMITATION AMOUNT	ADOR EEC
APRIL 6—30	MEET WITH THE DEPARTMENTS TO REVIEW PRELIMINARY BUDGET ESTIMATES	FINANCE
APRIL 30	FY16 PRELIMINARY ESTIMATE OF TOTAL AVAILABLE RESOURCES	FINANCE
APRIL 30	BUDGET SUMMARY BY DEPARTMENT PREPARED FOR COUNTY MANAGER	FINANCE
MAY 4-12	MEET WITH DEPARTMENTS TO REVIEW PROPOSED BUDGET REVISION	BUDGET REVIEW TEAM
MAY 18— JUNE 12	GENERAL FUND & SPECIAL REVENUE FUND SCHEDULE COMPILATION	FINANCE
MAY 26	CLOSE DEPARTMENT BUDGET DATA ENTRY	FINANCE
JUNE 23	ADOPT PRELIMINARY BUDGET	BOS
JUNE 26—JULY 8	SPECIAL DISTRICT FY15 REMITTED TO FINANCE	DISTRICTS
JULY 28	ADOPT FINAL BUDGET	BOS
AUGUST 17	ADOPT TAX LEVY RATES FOR ALL GILA COUNTY TAXING JURISDICTIONS	BOS

**GILA COUNTY**

**Resolution for the Adoption of the Budget**

**Fiscal Year 2016**

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 23, 2015, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Gila County, and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Board met on July 28, 2015, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on August 17, 2015, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A), therefore be it

RESOLVED, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, as now increased, reduced, or changed, are hereby adopted as the budget of Gila County for the fiscal year 2015/2016.

Passed by the Board of Supervisors of Gila County, this 28th day of July, 2015.

APPROVED:

\_\_\_\_\_  
Michael Pastor, Chairman, Board of Supervisors

ATTEST:

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

---

# **Gila County**

# **Table of Contents**

# **Fiscal Year 2016**

<b>Fiscal Year 2016 Budget Calendar</b>	<b>3</b>
<b>Resolution for the Adoption of the Budget</b>	<b>4</b>
<b>Table of Contents</b>	<b>5</b>
<b>Community Profile</b>	<b>6</b>
<b>Countywide Goals</b>	<b>11</b>
<b>Leadership Principles</b>	<b>12</b>
<b>County Officials</b>	<b>13</b>
<b>Organization Chart</b>	<b>14</b>
<b>Board of Supervisors</b>	<b>15</b>
<b>Schedule A-Summary Schedule of Estimated Revenues and Expenditures/Expenses</b>	<b>20</b>
<b>Schedule B-Tax Levy and Tax Rate information</b>	<b>22</b>
<b>Schedule C-Revenues other than Property Tax</b>	<b>24</b>
<b>Schedule D-Other financing Sources/ Uses and Interfund Transfers</b>	<b>29</b>
<b>Schedule E-Expenditures/Expenses by Fund</b>	<b>32</b>
<b>Schedule F-Expenditures/Expenses by Department</b>	<b>38</b>
<b>Schedule G-Full time Employees and Personnel Compensation</b>	<b>46</b>
<b>Authorized Positions</b>	<b>50</b>
<b>Capital Projects and Capital Outlay</b>	<b>64</b>
<b>Departmental Summaries</b>	<b>68</b>

---

# Community Profile





Gila county was formed from parts of Maricopa County and Pinal County on February 8, 1881. The boundary was then extended eastward to the San Carlos River by public petition in 1889. The original county seat was in the mining community of Globe City, now Globe, Arizona.

Popular theory says that the word *Gila* was derived from a Spanish contraction of Hah-quah-sa-eel, a Yuma word meaning "running water which is salty."

With a population of 53,500 residents and covering 4,796 square miles, Gila County has always been a great place to live, work and play. Gila County is in Central Arizona and contains the Tonto Apache Reservation and parts of the Fort Apache and San Carlos Reservations. Cities and Towns in Gila County include Globe, Hayden, Miami, Payson, Star Valley and Winkelman, along with a large number of rural unincorporated communities. Gila County is located on the northeastern edge of the Sonoran Desert and covers a wide variety of life zones including desert, high desert plains, chaparral, pinon-juniper and pine forests. There are a number of popular recreation areas in Gila County including Roosevelt Lake, Tonto National Monument, Tonto Natural Bridge State Park, and Fossil Creek, along with several designated Wilderness Areas and popular camping areas within the Tonto National Forest.





The plans for an incorporated Globe were established in July 1876 with retail stores, banks, and Globe's first newspaper printing its first issue on May 2, 1878. By February 1881, Globe was the Gila County seat. Coming with Globe's new importance as the new county seat a stage coach linking it to Silver City, New Mexico.

Due to Globe's relative isolation from the rest of Arizona and its proximity to the San Carlos Apache reservation, Globe remained a frontier town. Globe's history is laced with many historic events such as murders, stagecoach robberies, outlaws, lynchings, and Apache raids.

Miami was founded in 1907 when it was first developed by the Miami Land and Improvement Company when they purchased a tract of land on the upper end of Miami Flats (where the down-town present day Miami is located). In 1908 Cleve Van Dyke purchased the tract from the Miami Land and Improvement Company and also began purchasing adjacent tracts of land. It was not until two days after the first train arrived on the newly constructed railroad, October 4, 1909, did the sale (and renting) of lots begin. At this point, the town was little more than an idea on paper. Only the roughest of streets had been graded, and no utilities of any kind were available. According to the Arizona Silverbelt, 800 people were living in Miami at the beginning of 1910, an impressive number for a town that was only three months old.





Payson considers its founding year as 1882, at which time it was known as Green Valley. On March 3, 1884, a post office was established with the help of Illinois Representative Lewis Edwin Payson. The first postmaster was Frank C. Hise. In honor of Representative Payson's help, the town's name was changed to Payson.

Payson had its first rodeo in 1884. Payson considers its rodeo the "world's oldest continuous" as it has been held every year since.

In 1918 author Zane Grey made his first trip to the area surrounding Payson. He would come back with regularity through 1929, and would purchase two plots of land near Tonto Creek, including 120 acres from Sampson Elam Boles under Myrtle Point. Grey wrote numerous books about the area and also filmed some movies, such as *To the Last Man*, in the Payson area in the 1920s.



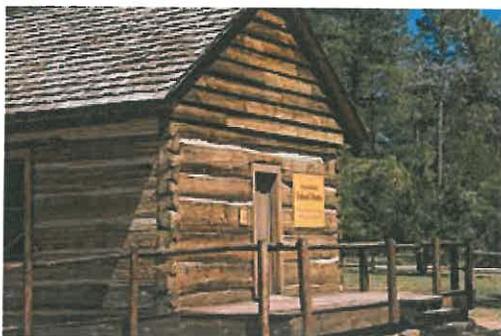
The Town of Star Valley was incorporated in 2005, making this community one of Arizona's newest towns.

The earliest inhabitants of the northern region of Gila County are believed to have arrived here around ten thousand years ago. Mogollon culture eventually moved into the region from the east about 300 B.C. followed by the Anasazi from the north and the Hohokam from the south. It is estimated that about 1,000 sites in the Star Valley area were inhabited over the time period from 600 and 1200 A.D. The Mogollons generally lived in villages, hunted, and grew various crops in gardens. Eventually, by about 1500 A.D., the Mogollon culture had been absorbed into other tribes living in the area.

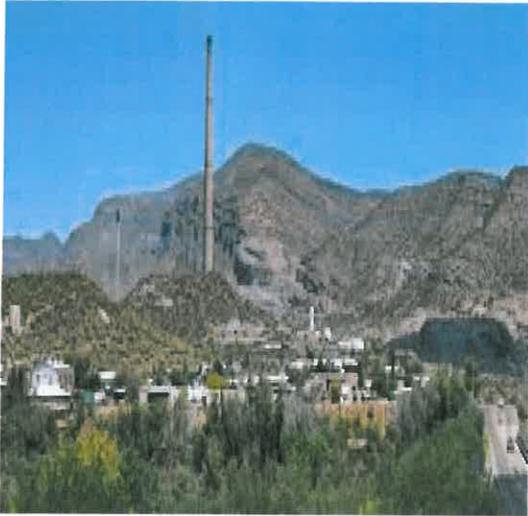


Pine was established by four Mormon families in 1879.

Pine and the adjacent community of Strawberry are rapidly growing vacation and retirement centers in north-central Arizona, below the Mogollon Rim. Pine's elevation is 5,448 feet, and the Pine post office



Strawberry School House (built 1884), is the oldest standing school building in Arizona



The town of Hayden (near Winkelman) was founded in 1910 and laid out on three distinct hills, but not in a true north-south pattern. The central hill was referred to as 'Mill Side', and was the site of the mill, stores, and schools. To the east and across the narrow, high, one-lane bridge was 'Smelter Side', smelter and housing site of American Smelting and Refining Company (ASARCO). On the westerly side was 'San Pedro', where Mexican-American people lived. As previously noted, segregation was the order of the day in company-owned mining towns. Hayden had a common boundary with Winkelman, which was located on the banks of the Gila River. At that time, the entire town of Hayden was in the process of being built, and gradually the 'tent-house' town was replaced by permanent housing.



When the railroad arrived at what is now Winkelman in 1903, it was necessary to establish an entirely separate post office. The rail line ran near the ranch owned by Peter Winkelman, a stockman. The new post office was consequently called "Winkelman." Still another community in the area at that time was known as Feldman, located on the Pusch Ranch, with Henry Feldman as manager. Although the records show the name of Dudleyville was later changed to Feldman, it is obvious that the original Feldman (the first PZ ranch) was altogether another location from present Dudleyville.

---

# County wide 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 **Communication** 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 a 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



# County Officials

## Board of Supervisors

**District 1**

**Tommie Martin, Vice Chairperson**

**District 2**

**Michael Pastor, Chairperson**

**District 3**

**John Marcanti, Member**

**County Manager**

**Don McDaniel**

**Assistant County Manager**

**Jacque Griffin**

**Clerk of the Board**

**Marian Sheppard**

## Elected Officials

**Clerk of the Superior Court**

**Anita Escobedo**

**Constable (Globe)**

**Ruben Mancha**

**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 Peace (Globe)**

**Jesse Bolinger**

**Justice of Peace (Payson)**

**Dorothy Little**

**Superior Court Division I**

**Presiding Judge**

**Superior Court Division II**

**Timothy M. Wright**

## Appointed Department Heads

**Adult Probation (Chief Probation Officer)**

**Kendall Rhyne**

**Community Development**

**Robert A. Gould**

**Community Service**

**Malissa Buzan**

**Court Administrator**

**Kendall Rhyne**

**Elections**

**Eric Mariscal**

**Health and Emergency Services**

**Michael O'Driscoll**

**Human Resources/Risk Management**

**Shelley McPherson**

**Finance Director**

**Jeff Hessenius**

**Information Technology**

**Kelly Riggs**

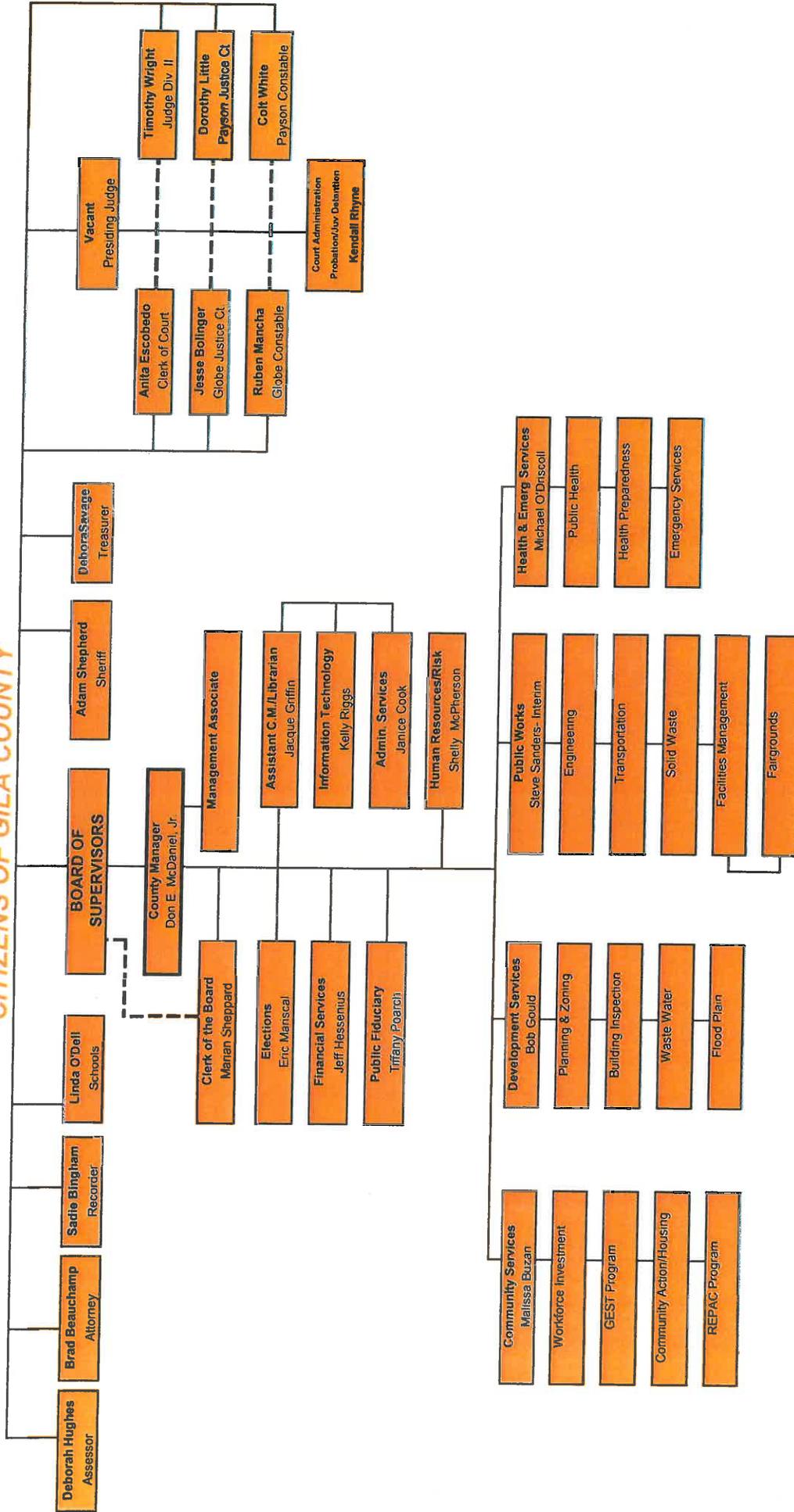
**Public Fiduciary**

**Tiffany Poarch**

**Public Works**

**Steve Sanders -Interim**

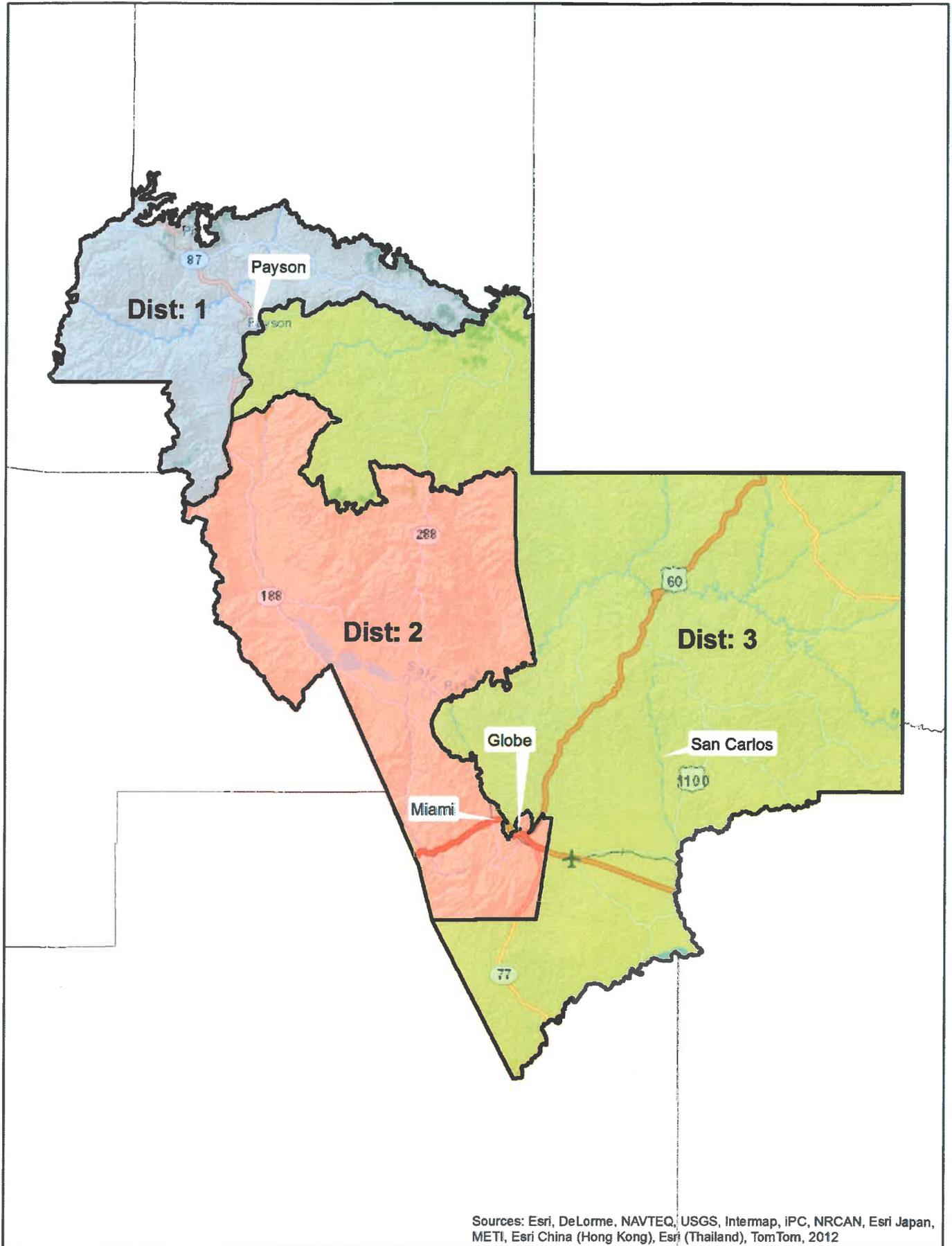
# CITIZENS OF GILA COUNTY



---

# Gila County Board of Supervisors





Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012



# **Tommie Martin**

## **Vice-Chairman**

### **District I**

Supervisor Martin comes from a long line of Gila County Pioneer families. One set of great grandparents came by wagon into what would become northern Gila County in the late 1800's to set up a saw mill and also prospect for minerals. About the same time another set came into the Rim country moving west and herding goats, while also establishing Mercantile's with Post Offices along the way. Another set of grandparents arrived in the Pleasant Valley area in the early 1900's to farm and ranch.

She, in turn, was raised on a ranch in Northern Gila County by parents who thought a 'liberated household' was one that had bread dough on the axe handles, and who claimed they couldn't afford to hire ranch help - so they raised it. This background led her into a varied 25-year career in Natural Resource Management work worldwide - with experience throughout the American West, western Canada, northern Mexico and eastern Africa – primarily in Somalia and Ethiopia.

As a Gila County Supervisor, some of her efforts have resulted in a Community Wildfire Protection Plan for Northern Gila County, the addition of numerous Fire-wise Communities within the area, and various strategically placed fire breaks throughout the Rim Country. Supervisor Martin also helped initiate a bladder-tank-helicopter fire-water set up for first-strike forest fire response, which has resulted, so far, in very successful initial fire suppression. This system has been awarded several national recognitions.

Supervisor Martin serves on the County Supervisors Association Legislative Policy Committee, the Board of the Coalition of Arizona/New Mexico Counties, the Tonto Natural Resource Conservation District, the US Forest Service Collaboration Cadre, and on the Steering Committee and Collaborative Stakeholder Group for the Four Forest Restoration Initiative.

Gila County Supervisor Tommie Cline Martin testified before the Congressional Subcommittee on Public Lands and Environmental Regulation oversight hearing, "Increasing Carbon Soil Sequestration on Public Lands."

Supervisor Martin joined three other witnesses, Steven Rich, President of the Rangeland Restoration Academy; Richard Teague, Associate Resident Director of Texas A&M AgriLife Research; and John Wick, a rancher from Northern California, with the Marin Carbon Project; testifying on how opening public lands to livestock could reduce levels of atmospheric carbon dioxide and contribute to environmental improvement.



# Michael Pastor

## Chairman

### District II

Elected to the Board of Supervisors on November 4, 2008, Michael A. Pastor began his term on January 6, 2009, as a member of the Gila County Board of Supervisors. His fellow board members elected him to serve as the Chairman from May 2010 - August 2011. He was re-elected to office on November 6, 2012 and was re-elected as Chairman in January 2013.

As a member of the Board of Supervisors, Supervisor Pastor also serves on the CORP (Correctional Officers Retirement Plan) Board, Gila County Board of Health, CAG (Central Arizona Governments) Regional Council, Cobre Valley Community Transit System Committee, and the Rural Transportation Advocacy Council.

Mike Pastor was raised in Miami graduating from Miami High School in 1966. After serving in the United States Army during the Vietnam Era, he attended our local community college graduating in 1979. As a life-long learner, he later attended Northern Arizona University graduating with a Bachelor of Science Degree in 1996 in elementary education and has completed course work at the graduate level at Northern Arizona University and the University of Phoenix. He worked in the local copper industry for 35 years retiring to run successfully for Gila County Supervisor District 2. He and his wife, Linda, who recently retired after 47 years, owned and operated Linda's Beauty Salon, one of Globe's successful small businesses.

A life-long resident of the Globe-Miami area, Supervisor Pastor is committed to serving District Two and all the taxpayers of Gila County. He is active in church and the community and has a distinguished record of public service. His belief in traditional family values and in service to one's community has guided his public life.



# John Marcanti

## District III

John D. Marcanti was born November 1, 1953, in Miami, Arizona, to Ernest Marcanti and Sena Cubitto. He has one older brother, Larry, 2 younger brothers, Mark and Tom, and one sister, Claire. He has been married to the former Willie Jobe for 40 years and they have 2 children, Scott and Andrea.

Mr. Marcanti was raised in Globe graduating from Globe High School in 1972. He attended Scottsdale Community College and Arizona State University on football scholarships.

As a Globe businessman of a successful family-operated business for 37 years, Mr. Marcanti, is Co-Owner/President of Marcanti Electric, Inc., which includes an electrical retail store, electrical contracting and air conditioning contracting.

John Marcanti is a strong believer in family values and has been continually active in community service. He is a life-long member of the Holy Angels Catholic Church in Globe. He formerly served as a Globe City Councilman from 1980 to 1982; has played a major role in serving several local community organizations; is a proud member of the Knights of Columbus, 4<sup>th</sup> degree; and is an avid supporter of the Special Olympics, the American Cancer Society and Globe-Miami-San Carlos youth programs. Mr. Marcanti also served as a volunteer for the Globe Fire Department and retired in 1999 after 25 years. In 2011 he was inducted as one of the first members of the Globe High School Hall of Fame.

John Marcanti was elected on November 6, 2012, to the Gila County Board of Supervisors and began his term on January 2, 2013. Supervisor Marcanti seeks to bring his years of business experience to the residents of Gila County.

As a member of the Gila County Board of Supervisors, Supervisor Marcanti is also serving on the Public Safety Personnel Retirement System Local Board, Gila County Local Emergency Planning Committee and the San Carlos Apache Tribe Partnership Steering Committee. Prior to being elected as a County Supervisor, he served on the Gila County Building Safety Advisory and Appeals Board as Vice-Chairman.

---

# Schedule A

Summary Schedule of Estimated  
Revenues and  
Expenditures/Expenses





**GILA COUNTY  
Summary Schedule of Estimated Revenues and Expenditures/Expenses  
Fiscal Year 2016**

Fiscal Year	S c h	FUNDS							Enterprise Funds Available	Total All Funds
		General Fund****	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund				
2015	E	47,830,262	35,454,454	628,150	3,888,412	1,993,863		4,649,764	94,444,905	
2015	E	29,995,688	21,549,501	616,098	2,612,416	1,803,334		1,245,022	57,822,059	
2016		16,674,077	13,941,742		1,836,988			3,680,247	36,133,054	
2016	B	20,015,211							20,015,211	
2016	B		1,210,213						1,210,213	
2016	C	18,323,380	13,811,059		370,000	319,320		1,803,000	34,626,759	
2016	D									
2016	D									
2016	D		1,568,040	628,150	1,887,250	1,719,436		500,000	6,302,876	
2016	D	(5,466,876)	(336,000)					(500,000)	(6,302,876)	
2016										
LESS:										
2016		49,545,792	30,195,054	628,150	4,094,238	2,038,756		5,483,247	91,985,237	
2016	E	49,545,792	30,195,054	628,150	4,094,238	2,038,756		5,483,247	91,985,237	

**EXPENDITURE LIMITATION COMPARISON**

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2015	2016
\$	94,444,905	\$ 91,985,237
	94,444,905	91,985,237
	57,000,000	52,407,427
\$	37,444,905	\$ 39,577,810
\$	39,647,682	\$ 40,832,124

\* 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 on this line 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).  
 \*\*\*\* Includes Reserves: Cash Flow, Rainy Day, and CIP

---

# Schedule B

Tax Levy and Tax Rate  
Information



**GILA COUNTY**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2016**

	<b>2015</b>	<b>2016</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 25,789,859	\$ 28,834,264
2. Amount received from primary property taxation in the <b>current</b> 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	\$ 17,434,578	\$ 20,015,211
B. Secondary property taxes		
General Fund - Override election	\$	\$
Public Library	838,515	1,158,398
Pine SLID	2,026	1,345
East Verde SLID	3,756	4,531
Miami Garden SLID	3,290	2,903
Apache Hills SLID	978	5,105
Upper Glendale SLID	1,822	1,081
Midland City/Central Heights SLID	11,592	19,533
Claypool SLID	25,688	17,316
Fire District Assistance Tax	419,258	482,515
Total secondary property taxes	\$ 1,306,925	\$ 1,692,727
C. Total property tax levy amounts	\$ 18,741,503	\$ 21,707,938
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 17,434,578	
(2) Prior years' levies	1,918,410	
(3) Total primary property taxes	\$ 19,352,988	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,257,974	
(2) Prior years' levies	119,326	
(3) Total secondary property taxes	\$ 1,377,300	
C. Total property taxes collected	\$ 20,730,288	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	4.1900	4.1900
(2) Secondary property tax rate		
General Fund - Override election		
Public Library	0.2000	0.2425
Fire District Assistance Tax	0.1000	0.1000
(3) Total county tax rate	4.4900	4.5325
B. Special assessment district tax rates		
Secondary property tax rates		
Pine SLID	0.1523	0.1035
East Verde SLID	0.2174	0.2637
Miami Garden SLID	0.8487	0.8870
Apache Hills SLID	0.9491	4.4480
Upper Glendale SLID	1.5899	0.9830
Midland City/Central Heights SLID	0.2958	0.5227
Claypool SLID	0.4908	0.4707

\* 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**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES</b>	<b>ACTUAL REVENUES*</b>	<b>ESTIMATED REVENUES</b>
<b>GENERAL FUND</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>
<b>Taxes</b>			
Auto Lieu	\$ 1,556,944	\$ 1,465,890	\$ 1,633,467
State Shared Sales Tax	4,956,150	4,520,002	5,511,884
1/2 Cent County Sales Tax	2,600,000	2,773,551	2,870,000
<b>Licenses and permits</b>			
Building Permits	175,000	179,263	185,000
Mobile Home Permits	8,000	9,400	8,000
Planning & Zoning	15,000	10,213	12,500
Septic/Alt. Sewage Permits	105,000	111,885	96,000
Business/Franchise Licenses	80,000	76,402	80,000
<b>Intergovernmental</b>			
Federal In Lieu Public Lands	3,200,905	3,200,905	3,463,195
SRP In Lieu	185,000	177,743	185,000
State Shared Liquor Licenses	12,000	9,961	12,000
State Shared Lottery Share	550,000	550,038	550,000
Child Support Entitlement Reimb	600,000	583,057	600,000
Intergovernmental Agreements	10,500	10,500	10,500
IGA JP Municipality Admn Court	323,000	218,871	323,000
IGA Sheriff Patrol	466,273	383,273	383,273
IGA Sheriff Detention	24,772	29,236	24,772
IGA Sheriff Dispatch	x	x	305,000
Federal Grants-Emerg Srvc	110,000	51,285	160,000
Rural Addressing	5,000	40	40
911 Administration	x	x	2,737
<b>Charges for services</b>			
Clerk of the Court Fees	270,000	267,746	218,000
Justice Court Fees	118,000	124,635	113,500
Recorder Fees	120,000	191,610	120,000
Correctional Housing	80,000	58,240	80,000
Sheriff - Special Services	79,040	67,937	131,761
Sheriff - Impound Fees	5,125	7,018	5,125
Sheriff - Corr Housing	136,500	187,665	130,000
Sheriff Fees & Charges	4,000	507	4,000
Constables Fees	25,000	17,765	25,000
Sewage Plan Review	4,000	3,655	4,250
Public Fiduciary	45,000	38,920	45,000
Treasurer	50,000	12,569	25,000
Indigent Defense	20,000	9,736	20,000
Other	4,000	5	x
<b>Fines and forfeits</b>			
Justice Court Fines	400,000	303,885	390,000
Superior Court Fines	60,218	50,987	52,000
Other Fines	630	x	7,630



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES</b>	<b>ACTUAL REVENUES*</b>	<b>ESTIMATED REVENUES</b>
	<b>2015</b>	<b>2015</b>	<b>2016</b>
<b>Investments</b>			
Interest	64,665	167,260	100,000
<b>Rents, royalties, and commissions</b>			
<b>Contributions</b>			
Voluntary contributions			
<b>Miscellaneous</b>			
Sales of Equipment/Land	10,000	4,868	10,000
Sales of Copies/Blueprints	6,400	7,942	5,200
Cost Sharing/Reimb	143,400	107,877	108,200
Election Reimbursement	12,346	63,003	12,346
Penalties & Interest - Property Tax	300,000	324,997	300,000
<b>Total General Fund</b>	<b>\$ 16,941,868</b>	<b>\$ 16,380,342</b>	<b>\$ 18,323,380</b>

\* 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.



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2015	2015	2016
<b>SPECIAL REVENUE FUNDS</b>			
<b>Road Fund:</b>			
1/2 Cent Transportation Excise Tax	\$ 2,282,844	\$ 2,308,088	\$ 1,368,000
1/2 Cent Interest	20,500	38,717	20,500
Auto License Registration	809,409	812,894	864,000
Highway User Revenue	3,281,152	3,457,769	3,167,400
Licenses & Permits	1,000	4,893	2,200
Forest Fees	x	x	x
Interest	9,000	19,634	12,000
Intergovernmental Agreements	x	x	x
Miscellaneous	35,150	19,374	71,921
<b>Total</b>	<b>\$ 6,439,055</b>	<b>\$ 6,661,369</b>	<b>\$ 5,506,021</b>
<b>Health Fund:</b>			
Food Service Licenses	\$ 100,000	\$ 125,924	\$ 100,000
Charges for Services	43,000	62,947	65,000
Health Insurance Reimbursement	x	25,000	20,000
Miscellaneous	300	686	300
<b>Total</b>	<b>\$ 143,300</b>	<b>\$ 214,557</b>	<b>\$ 185,300</b>
<b>List Fund:</b>			
1009 Rabies Control	\$ 47,400	\$ 75,906	\$ 105,100
1119 Emergency Response	x	x	x
1825 Gila County Wellness Program	5,000	3,239	5,000
2000 Housing	901,749	591,544	365,222
2001 CAP	508,408	531,707	469,939
2002 Housing Rehabilitation	x	x	308,809
2012 GEST	447,092	476,414	513,032
2013 WIA	x	x	x
2014 Workforce Investment Act	x	x	x
2015 Workforce Investment Progs	2,129,331	1,757,719	x
2016 Workforce Investment Act IV	907,582	1,260,196	x
2516 Health Svcs Special Projects	1,048	x	x
2517 HIV	4,561	3,026	4,561
2518 WIC	317,625	240,877	317,625
2519 TB	12,000	7,060	12,000
2521 Community Health Grant	75,000	60,303	75,000
2524 Immunization	125,069	105,500	134,000
2526 Private Stock Vaccines	200,000	240,870	270,000
2527 Population Health Initiative	43,748	39,392	43,748
2528 Commodity Supplement Food Prog	5,160	3,201	5,635
2530 HIV Consortium	276,625	178,399	217,613
2550 Public Hlth Emerg Preparedness	200,419	243,453	200,419
2552 Tobacco Free Environment	135,000	99,495	135,000
2557 Prop 201 Smoke Free AZ Act	51,160	41,586	51,160
2558 Public Health Accreditation	45,000	53,984	47,968
2559 Family Planning	16,800	16,128	20,400
2560 Teen Pregnancy Prevention Svcs	192,000	139,147	192,000
2562 Public Health in Action	x	15,000	x
2564 Cenpatico Prevention Svcs	64,000	75,415	8,517
2565 Neonatal Intensive Care Program	12,401	3,030	9,601
2570 Maternal & Child Home Visiting	102,000	98,237	102,000

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES</b>	<b>ACTUAL REVENUES*</b>	<b>ESTIMATED REVENUES</b>
	<b>2015</b>	<b>2015</b>	<b>2016</b>
2575 Healthy Steps	190,000	142,362	x
3001 Drug Gang Violent Crime Control	272,117	220,984	272,117
3002 Sheriff Vehicle Impound/Storage	x	2,350	x
3011 Sheriff's Justice Enhancement	180,600	185,778	180,600
3012 Sheriff Special Projects	x	14,514	x
3013 Sheriff Seized Eq Recapture	5,000	19,951	5,000
3014 Immigration Enforcement	x	x	x
3046 Gila County Sheriff K9	x	x	x
3047 Gila Co Sheriff DARE	2,000	1,428	2,000
3054 Sheriff's Victim's Rights	x	x	x
3055 Sheriff's Commissary Fund	40,000	32,413	40,000
3061 Sheriff BLESF Program	138,000	147,473	138,000
3064 Marijuana Eradication	35,000	x	20,000
3067 Methamphetamine Program	x	x	x
3073 Homeland Security 14 Sheriff	x	38,829	x
3074 HSGP-Critical Incident	x	23,530	x
3075 GOHS STEP Sheriff	x	21,899	x
3076 HSGP-Dispatch Communications	x	x	25,912
3510 IV D Incentive/SSRE	160,000	177,485	166,000
3511 Child Support Other Reimb	x	x	x
3512 Child Support Incentive Funds	32,000	24,102	32,000
3528 County Attorney Residual Fund	x	x	x
3531 Attorney's Justice Enhancement	110,450	117,423	110,450
3541 Victim Restitution/Subrogation	6,500	19,351	8,500
3542 Diversion Program CA	70,000	64,130	70,000
3543 County Anti Racketeering Fund	21,770	45,393	21,770
3544 Cost of Prosecution Reimb Fund	100,000	92,193	75,000
3545 Bad Check County Attorney	3,300	2,430	2,100
3546 DEA Federal Asset Forfeiture	30	63	30
3547 Deferred Prosecution Program	8,900	17,203	8,900
3552 County Attorney Fill the Gap	8,202	8,730	8,202
3553 Fair & Legal Employment Act	x	x	x
3557 A G Victim Rights	30,000	33,900	30,000
3560 Victim Compensation	60,000	6,262	60,000
3561 Drug Prosecution Grant	74,000	40,905	79,347
3563 Crime Victim Assistance Prog	17,600	17,600	17,600
4041 Probation Class Materials	x	x	x
4042 Adult Probation Service Fees	180,000	182,662	180,000
4050 Adult Drug Court	6,000	3,500	6,000
4051 Adult Intensive Prob Supervision	240,581	90,360	240,581
4053 Adult JCEF IPS Assistance	23,222	115,304	23,222
4054 CJEF S/Offender	10,500	18,500	18,500
4055 Community Punishment Program	35,760	29,375	35,760
4056 CJEF Substance Abuse	27,912	19,912	27,912
4057 Drug Treatment Education	30,693	21,896	30,693
4059 State Aid Enhancement	279,650	224,652	279,650
4071 JPSF Treatment	89,323	75,620	89,323
4072 JCEF ERE Assistant	142,972	139,086	142,972
4146 Juvenile Diversion Fees	6,500	9,498	6,500
4147 Juvenile Probation Service Fee	15,668	10,591	15,668
4148 Juvenile Parental Reimb	x	x	x
4150 Juvenile Detention Alternatives	10,000	x	10,000
4151 Juvenile Evening/Wkend Res Cntr	x	147,369	250,000



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES</b>	<b>ACTUAL REVENUES*</b>	<b>ESTIMATED REVENUES</b>
	<b>2015</b>	<b>2015</b>	<b>2016</b>
4177 Court Appointed Spec Advocate	83,079	78,918	83,079
4189 Juvenile Drug Court	12,000	x	12,000
4192 Juvenile Crime Reduction Grant	x	x	x
4193 Family Counseling	10,218	9,058	10,218
4194 Diversion Consequences	15,158	10,470	15,158
4195 Diversion Intake	250,936	167,372	250,936
4196 Juvenile Intensive Prob Superv	125,013	109,134	125,013
4197 Juvenile Standards Probation	188,283	150,117	188,283
4501 Law Library	28,000	24,224	29,000
4502 Conciliation Court Fund	17,000	15,068	16,000
4540 Local Aid to Indigent Defense	x	x	x
4541 Local State Aid to Courts	30	75	30
4542 Local Probate Assessment Fee	8,647	8,909	8,847
4553 State Aid to Courts	270	14,354	270
4555 Drug Enforcement/Superior Court	x	x	x
4556 Field Trainer	25,000	17,759	25,000
4559 Children's Issues Education	5,854	6,784	6,554
4566 Domestic Relations & Mediation	1,930	1,474	1,930
4569 Aid to Indigent Defense	635	1,456	635
4574 Superior Crt Cost of Prosecution	72,800	53,105	72,000
4575 DES Access Visitation	5,400	6,279	6,400
4577 Court Improvement Project	16,228	15,789	16,228
4578 Expedited Child Support/Visit	3,500	2,666	3,500
4740 Globe Justice Court Surcharge	12,000	8,522	10,000
4741 Payson Justice Court Surcharge	8,000	7,248	8,000
4840 Cost of Prosecution-Clerk of the Court	10,936	7,684	6,203
4841 Expedited Child Support	3,200	2,440	2,000
4842 Document Conversion Sup Crt	15,000	11,741	11,600
4844 Spousal Maintenance Enforcement	1,200	1,217	1,200
4846 JCEF Surcharge Clk Sup Crt	15,500	14,855	14,600
4847 Family Law Commissioner	500	385	500
5510 Gila County Education Services	x	x	x
5520 Spec School Reserve Agency	x	x	x
6000 Library District Grants	178,000	152,123	188,700
6010 Library Assistance	82,787	68,562	131,487
6511 Tonto Creek Bridge	36,000	x	x
6512 Young 512 Road	x	x	342,644
6513 Intergovernmental Agreements	227,022	227,022	x
6570 Waste Tire Fund	124,000	119,740	120,000
6593 TE Sidewalks Six Shooter	x	x	x
6594 TE Sidewalks Main	x	x	x
7143 Assessor Surcharge	x	x	x
7144 Recorder's Suspense Account	x	x	x
7145 Recorder/Document System	50,000	45,300	50,000
7146 Recorder Mine Claim Surcharge	65	47	65
7147 Computer System Recorder	10,000	42,317	10,000
7350 Help America Vote Act	100	210	x
7351 HHS Polling Place Accessibility	x	x	x
7430 Treasurer TIF	7,000	6,372	7,000
7494 EECO	x	55,000	x
7498 Agency Pass Thru Grants	x	x	x
<b>Total</b>	<b>\$ 11,141,719</b>	<b>\$ 10,431,630</b>	<b>\$ 8,119,738</b>

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED</b>	<b>ACTUAL</b>	<b>ESTIMATED</b>
	<b>REVENUES</b>	<b>REVENUES*</b>	<b>REVENUES</b>
	<b>2015</b>	<b>2015</b>	<b>2016</b>
<b>Total Special Revenue Funds</b>	\$ 17,724,074	\$ 17,307,556	\$ 13,811,059
<b>DEBT SERVICE FUNDS</b>			
	\$	\$	\$
<b>Total Debt Service Funds</b>	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>			
1115.106.960 - Natural Resources	\$ x	\$ x	\$ x
1115.341.980 PSWID Water Line	x	x	x
1114 - Bond	x	x	x
1007.341.936 - Vehicle Replacement	380,000	341,011	370,000
<b>Total Capital Projects Funds</b>	\$ 380,000	\$ 341,011	\$ 370,000
<b>PERMANENT FUNDS</b>			
6880 Facilities Mgmt	\$ 302,320	\$ 298,960	\$ 302,320
Fairgrounds Rental	17,000	15,534	17,000
<b>Total Permanent Funds</b>	\$ 319,320	\$ 314,494	\$ 319,320
<b>ENTERPRISE FUNDS</b>			
6850 Recycling & Landfill Management	\$ 1,800,000	\$ 1,772,476	\$ 1,803,000
6855 Russell Gulch Expansion Reserve	x	x	x
6856 Buckhead Mesa Expansion Reserve	x	x	x
<b>Total Enterprise Funds</b>	\$ 1,800,000	\$ 1,772,476	\$ 1,803,000
<b>TOTAL ALL FUNDS</b>	<b>\$ 37,165,262</b>	<b>\$ 36,115,879</b>	<b>\$ 34,626,759</b>

\* 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

Transfer In  
Transfer Out



**GILA COUNTY**  
**Other Financing Sources/Uses and Interfund Transfers**  
**Fiscal Year 2016**

FUND	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016	
	SOURCES	<USES>	IN	<OUT>
<b>GENERAL FUND</b>				
1008 Health Services	\$	\$	\$	(623,535)
1009 Rabies Control				(300,935)
2000 Housing				(47,000)
3001 Drug Gang Violent Crime Control				(68,030)
3061 Sheriff BLESF Program				(15,608)
3064 Marijuana Eradiction				(13,224)
4501 Law Library Fund				(35,008)
4502 Conciliation Court Fund				(54,700)
5520 Spec School Reserve Agency				(1,000)
6010 Library Assistance				(50,000)
1007 Capital Improvements				x
1124 Superior & JP Crts Security				(142,000)
6880 Facilities - Bldg/Land				(1,425,031)
6880 Facilities - Sheriff				(294,405)
1115.106.960 Natural Resources				(209,000)
1115.201.940 Financial Syst Upgrade				(27,000)
1115.101.945 Public Info Transparency				(21,500)
1115.101.955 Economic Develop				(118,750)
1115.201.941 Community College				(250,000)
1115.107.950 Wage Study/Plan/Impl				(1,000,000)
1005.201.355 Debt Service				(628,150)
1005 GF to 1003 CIP Reserve				(142,000)
<b>Total General Fund</b>	\$	\$	\$	\$ (5,466,876)
<b>SPECIAL REVENUE FUNDS</b>				
1003 CIP Reserve from 1005 GF	\$	\$	\$ 142,000	\$
1008 Health Services			623,535	
1009 Rabies Control			300,935	
1124 Superior & JP Crts Security			142,000	
2000 Housing			47,000	
3001 Drug Gang Violent Crime Control			68,030	
3061 Sheriff BLESF Program			15,608	
3064 Marijuana Eradiction			13,224	
4501 Law Library Fund			35,008	
4502 Conciliation Court Fund			54,700	
5520 Spec School Reserve Agency			1,000	
6010 Library Assistance			50,000	
6510 1/2 Cent Transp Excise				(80,000)
6511 Tonto Creek Bridge				x
6513 Intergovernmental Agreements			65,000	
6593 TE Sidewalks Sixshooter			5,000	
6594 TE Sidewalks Main			5,000	
1003 CIP Reserve to 1007 CIP				(235,000)
7350 Help America Vote Act				(21,000)
<b>Total Special Revenue Funds</b>	\$	\$	\$ 1,568,040	\$ (336,000)
<b>DEBT SERVICE FUNDS</b>				
1005.201.355 Debt Service	\$	\$	\$ 628,150	\$
<b>Total Debt Service Funds</b>	\$	\$	\$ 628,150	\$
<b>CAPITAL PROJECTS FUNDS</b>				
1007.341.817 Pine/Strawberry Shelters	\$	\$	\$ 5,000	\$



**GILA COUNTY**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2016**

FUND	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016	
	SOURCES	<USES>	IN	<OUT>
1007.103.500 Election Equip Replace			256,000	
1115.106.960 Natural Resources			209,000	
1115.201.940 Financial Syst Upgrade			27,000	
1115.101.945 Public Info Transparency			21,500	
1115.101.955 Economic Develop			118,750	
1115.201.941 Community College			250,000	
1115.107.950 Wage Study/Plan/Impl			1,000,000	
<b>Total Capital Projects Funds</b>	\$	\$	\$ 1,887,250	\$
<b>PERMANENT FUNDS</b>				
6880 Facilities - Bldg/Land	\$	\$	\$ 1,425,031	\$
6880 Facilities - Sheriff			294,405	
<b>Total Permanent Funds</b>	\$	\$	\$ 1,719,436	\$
<b>ENTERPRISE FUNDS</b>				
6850.341.436 Russell Gulch Expansion	\$	\$	\$	\$ (250,000)
6850.341.435 Buckhead Mesa Expans				(250,000)
6855 Russell Gulch Expansion			250,000	
6856 Buckhead Mesa Expansion			250,000	
<b>Total Enterprise Funds</b>	\$	\$	\$ 500,000	\$ (500,000)
<b>TOTAL ALL FUNDS</b>	\$	\$	\$ 6,302,876	\$ (6,302,876)



---

# Schedule E

Expenditures/Expenses

By Fund



**GILA COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
<b>GENERAL FUND</b>				
101 Board of Supervisors	\$ 1,009,024	\$	\$ 912,076	\$ 1,126,297
103 Elections	536,342		463,729	357,595
106 Emergency Services	216,440		222,320	270,058
107 Human Resources	720,093		430,986	760,526
108 Community Development	1,074,170		957,833	1,071,540
115 GIS Rural Addressing	52,726		49,352	52,850
120 Recorder	730,324		507,382	700,975
143 Administrative Services	123,762		125,110	129,691
201.140 General Administration	456,386		242,232	564,374
201.140 AHCCCS/ALTCS	3,520,600		2,708,631	3,531,100
201.142 Professional Services	377,500		296,178	277,500
201/205 Finance/Purchasing	862,394		870,422	861,634
201.610 Community Agencies	131,335		131,000	131,335
203 Treasurer	459,063		427,519	458,799
207 Computer Services	715,572		682,405	744,977
221 Assessor	1,060,955		881,187	1,088,921
300 Sheriff	10,657,163		9,613,561	11,159,245
301 County Attorney	2,034,591		1,698,075	2,063,291
302 Clerk of Superior Court	1,270,713		1,073,330	1,379,672
305 Child Support Enforcement	841,435		663,761	847,810
311 Globe Justice Court	633,072		551,405	598,766
314 Payson Justice Court	536,249		506,512	553,105
321 Globe Constable	142,616		122,279	153,424
324 Payson Constable	177,941		147,931	181,485
329 Court Information System	258,689		213,875	193,924
331 Superior Court Div I	251,197		251,100	261,321
332 Superior Court Div II	244,658		244,018	253,098
333 Superior Court General	851,711		651,339	674,608
335 Probation	828,390		803,931	864,894
336 Juvenile Detention	1,322,285		1,135,252	1,298,649
341.104 Flood Plan Mgmt	201,986		163,511	202,102
345 Indigent Legal Defense	1,187,878		1,315,532	1,193,000
406 Public Fiduciary	411,354		409,731	437,066
525 Fairgrounds	13,210		12,839	x
541 Constituent Services I	90,000		25,344	90,000
542 Constituent Services II	90,000		73,644	90,000
543 Constituent Services III	90,000		58,592	90,000
702 School Superintendent	390,781		351,764	390,160
201.141 Contingency	1,000,000		x	885,000
Vacancy savings	(1,342,343)		x	x
<b>Total General Fund</b>	<b>\$ 34,230,262</b>	<b>\$</b>	<b>\$ 29,995,688</b>	<b>\$ 35,988,792</b>
<b>RESERVES</b>				
1003 CIP Reserve	\$ 3,600,000	\$	\$ x	\$ 3,557,000
1004 Rainy Day Reserve	5,000,000		x	5,000,000
1006 Cash Flow Reserve	5,000,000		x	5,000,000
<b>Total Reserves</b>	<b>\$ 13,600,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 13,557,000</b>
<b>SPECIAL REVENUE FUNDS</b>				
1008 Health Services Fund	\$ 767,572	\$	\$ 565,938	\$ 808,940
1009 Rabies Control	351,994		330,643	406,253
1119 Emergency Response	279,522		13,423	266,099
1124 Courts Security	258,400		245,809	142,000
1825 Gila County Wellness	5,000		3,238	5,000
2000 Housing	946,093		945,926	412,137
2001 CAP	766,905		501,697	711,456
2002 Housing Rehabilitation	x		x	308,809



**GILA COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
2012 GEST	444,629		444,559	551,953
2015 Workforce Invest Act Prog	2,129,331		1,846,619	x
2016 Workforce Invest Act IV	907,582		1,061,519	x
2516 Health Svcs Special Proj	1,048		13	105
2517 HIV	4,571		3,410	4,561
2518 WIC	329,035		247,416	328,636
2519 TB	46,161		6,074	46,161
2521 Community Health Grant	74,932		62,892	75,000
2524 Immunization	344,812		56,003	343,812
2526 Private Stock Vaccines	296,636		198,318	410,000
2527 Population Health Initiative	44,562		40,442	43,748
2528 Commodity Supp Food Pr	5,194		2,740	5,635
2530 HIV Consortium	260,624		184,019	217,613
2550 Public Hlth Emerg Prep	303,674		290,975	307,002
2552 Tobacco Free Environ	115,931		101,428	135,000
2557 Smoke Free AZ	49,466		42,188	51,160
2558 Public Hth Accredited	64,000		17,657	97,176
2559 Family Planning	33,279		19,107	30,897
2560 Teen Pregnancy Prev Svc	222,961		174,610	192,000
2562 Public Health in Action	x		24,859	x
2564 Cenpatico Prevention Svcs	64,000		36,300	8,517
2565 Neonatal Intensive Care	44,234		15,093	36,171
2567 Teen Pregnancy Maze	238		x	x
2568 FTE Early Childhood Scr	x		2,320	x
2569 Maternal & Child Health	x		4,255	x
2570 Maternal & Child Visit	102,500		97,046	102,000
2575 Healthy Steps	183,803		148,168	x
3001 Drug Gang Violent Crime	339,335		326,355	361,786
3002 Sheriff Veh Impound/Stor	x		x	x
3011 Sheriff's Justice Enhance	380,000		124,812	345,770
3012 Sheriff Special Projects	21,906		12,637	33,421
3013 Sheriff Seize Eq Recap	31,720		38,189	38,325
3014 Immigration Enforcement	13,772		10,017	13,554
3046 Gila County Sheriff K9	353		x	353
3047 Gila Co Sheriff DARE	5,322		x	6,097
3054 Sheriff's Victim's Rights	1,529		x	1,529
3055 Sheriff's Commissary Fund	137,000		10,020	161,940
3061 Sheriff BLESF Program	141,728		144,700	153,608
3064 Marijuana Eradication	35,000		53,685	33,224
3067 Methamphetamine Prog	18,829		x	18,829
3073 Homeland Security 14	x		38,829	x
3074 HSGP-Critical Incident	x		316	x
3075 GOHS STEP Sheriff	x		22,282	x
3076 HSGP-Dispatch Comm	x		12,956	25,912
3510 IV-D Incentive/SSRE	274,216		220,946	295,010
3511 Child Supp Other Reimb	828,957		67,911	812,438
3512 Child Supp Incentive	439,684		x	466,464
3528 County Attorney Residual	106,687		12,172	116,560
3531 Attorney's Justice Enhance	249,727		158,932	177,045
3541 Victim Restitution/Subrog	70,734		x	83,104
3542 Diversion Program CA	508,887		229,499	395,388
3543 County Anti-Racketeering	327,071		35,165	349,995
3544 Cost of Prosec Reimb	541,657		140,130	472,759
3545 Bad Check-County Attorn	38,105		x	38,809
3546 DEA Federal Asset Forfeit	7,819		x	7,872
3547 Deferred Prosecution Prog	59,708		x	75,382
3552 County Attorney Fill the Gap	71,289		x	74,853
3553 Fair & Legal Employ Act	60,988		x	60,988
3557 A G Victim Rights	77,114		42,531	68,666



**GILA COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
3560 Victim Compensation	60,000		5,329	60,000
3561 Drug Prosecution Grant	78,957		67,729	75,476
3563 Crime Victim Asst Prog	24,034		19,775	25,026
4041 Probation Class Material	2,000		x	x
4042 Adult Probation Services	518,860		195,707	470,440
4050 Adult Drug Court	6,500		6,018	6,500
4051 Adult Intensive Prob Sup	244,983		201,733	223,355
4053 Adult JCEF IPS Assist	23,222		x	23,222
4054 CJEF S/Offender	10,500		18,500	18,500
4055 Community Punish Prog	35,760		32,205	35,760
4056 CJEF Substance Abuse	27,912		32,912	27,912
4057 Drug Treatment Education	30,693		36,896	30,693
4059 State Aid Enhancement	449,013		376,350	373,718
4071 JPSF-Treatment	77,553		84,524	65,118
4072 JPSF ERE Assistant	142,972		142,972	142,972
4146 Juvenile Diversion Fees	52,349		43,042	60,934
4147 Juvenile Probation Fees	122,162		22,788	106,943
4148 Juvenile Parental Reimb	389		x	389
4150 Juvenile Detention Altern	20,371		210	20,371
4151 Juvenile Evening/Wkend Ctr	x		149,547	203,272
4177 Court Appointed Spec Adv	83,337		78,321	84,181
4189 Juvenile Drug Court	12,000		x	12,000
4190 Juvenile JCEF	x		x	x
4192 Juvenile Crime Reduction	33		x	33
4193 Famlng Counseling	17,718		11,938	17,718
4194 Diversion-Consequences	28,828		9,162	15,253
4195 Diverson-Intake	271,532		172,508	250,936
4196 Juvenile Intensive Prob Sup	188,865		106,623	164,577
4197 Juvenile Standards Prob	186,238		131,429	162,648
4501 Law Library	75,016		57,822	64,008
4502 Conciliation Court Fund	74,100		75,365	70,700
4540 Local Aid to Indigent Def	5		x	5
4541 Local State Aid to Courts	8,765		x	8,823
4542 Local Probate Assess Fee	48,615		10,505	46,155
4553 State Aid to Courts	68,918		21,829	61,266
4555 Drug Enforcement/Sup Crt	x		x	x
4556 Field Trainer	67,342		12,500	60,100
4559 Children's Issues Educ	20,459		9,372	18,941
4566 Domestic Rel & Mediation	9,251		4,056	7,901
4569 Aid to Indigent Defense	170,279		x	171,349
4574 Superior Crt Cost of Pros	311,198		82,357	261,688
4575 DES Access Visitation	5,400		x	x
4577 Court Improv Project	30,970		16,092	30,986
4578 Expedited Child Supp/Visit	30,641		5,325	29,018
4740 Globe Justice Surcharge	59,882		x	64,790
4741 Payson Justice Crt Surch	154,997		11,994	148,510
4840 Cost of Prosec Clrk Sup Crt	55,851		9,506	42,731
4841 Expedited Child Support	35,788		x	36,556
4842 Document Conversion	67,196		26,412	63,314
4844 Spousal Maint Enforcement	18,371		x	19,391
4846 JCEF Surcharge Clrk Sup	113,956		30,750	109,409
4847 Family Law Commissioner	2,654		x	3,139
5510 Gila County Education Ser	2,561		993	1,311
5520 Spec School Reserve	1,000		x	5,599
6000 Library District Grants	178,000		148,921	188,700
6010 Library Assistance	1,579,073		1,128,325	1,676,735
6500 Public Works	6,664,113		3,659,651	6,586,978
6510 PW Half Cent Trans Excise	5,780,614		2,395,397	4,699,347
6511 Tonto Creek Bridge	36,000		3,064	x



**GILA COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
6512 Young 512 Road	108,257		55,000	450,901
6513 Intergover Agreements	364,039		304,859	65,000
6570 Waste Tire Fund	213,819		145,237	233,551
6593 TE Sidewalks Six Shooter	31,442		1,539	5,000
6594 TE Sidewalks Main	34,706		x	5,000
6860 Fuel Management	x		x	x
6870 Fleet Management	x		x	x
7143 Assessor Surcharge	168,000		30,822	148,478
7144 Recorder's Suspense Acct	24,694		25	24,669
7145 Recorder/Document Syst	98,569		30,788	75,914
7146 Mine Claim Surcharge	1,064		x	1,102
7147 Computer System-Record	178,866		2,498	226,574
7350 Help America Vote Act	27,323		6,286	x
7351 HHS Polling Place	75		x	75
7430 Treasurer TIF	18,736		21,087	11,147
7494 EECO	x		55,000	x
7498 Agency Pass Thru Grants	x		x	x
7510 Pine SLID	1,744		1,764	1,764
7511 Apache Hills SLID	1,445		3,317	3,272
7512 Upper Glendale SLID	1,768		1,415	1,396
7513 East Verde SLID	3,845		4,049	4,055
7514 Miami Gardens SLID	3,192		2,891	3,140
7515 Midland Cty/Cn Hghts SLID	14,244		17,083	16,852
7516 Claypool/Lwr Miami SLID	33,004		24,577	24,245
Reserve - Special Project	1,500,000		1,748,020	x
CPI/Performance Pay Increases	x		x	1,000,000
<b>Total Special Revenue Funds</b>	<b>\$ 35,454,454</b>	<b>\$</b>	<b>\$ 21,549,501</b>	<b>\$ 30,195,054</b>
<b>DEBT SERVICE FUNDS</b>				
201.355 Debt Service	\$ 628,150	\$	\$ 616,098	\$ 628,150
<b>Total Debt Service Funds</b>	<b>\$ 628,150</b>	<b>\$</b>	<b>\$ 616,098</b>	<b>\$ 628,150</b>
<b>CAPITAL PROJECTS FUNDS</b>				
1007 Capital Improvements	\$ 2,732,216	\$	\$ 1,703,818	\$ 3,439,638
1115 Non-Capitalized Projects	672,250		452,992	626,250
1114 Bond	483,946		455,606	28,350
<b>Total Capital Projects Funds</b>	<b>\$ 3,888,412</b>	<b>\$</b>	<b>\$ 2,612,416</b>	<b>\$ 4,094,238</b>
<b>PERMANENT FUNDS</b>				
6880 Facilities Mgmt	\$ 1,696,228	\$	\$ 1,564,189	\$ 1,744,351
6880 Facilities Mgmt-Sheriff	297,635		239,144	294,405
<b>Total Permanent Funds</b>	<b>\$ 1,993,863</b>	<b>\$</b>	<b>\$ 1,803,334</b>	<b>\$ 2,038,756</b>
<b>ENTERPRISE FUNDS</b>				
6850 Recycling & Lndfl Mgmt	\$ 2,608,354	\$	\$ 1,245,022	\$ 3,011,837
6855 Russell Gulch Expansion	1,991,410		x	2,171,410
6856 Buckhead Mesa Expansion	50,000		x	300,000
<b>Total Enterprise Funds</b>	<b>\$ 4,649,764</b>	<b>\$</b>	<b>\$ 1,245,022</b>	<b>\$ 5,483,247</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 94,444,905</b>	<b>\$</b>	<b>\$ 57,822,059</b>	<b>\$ 91,985,237</b>

\* 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 2016**

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2015</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2016</u>
<b>Board of Supervisors:</b>				
Board of Supervisors	\$ 1,009,024	\$	\$ 912,076	\$ 1,126,297
Community Agencies	131,335		131,000	131,335
Constituent Services I	90,000		25,344	90,000
Constituent Services II	90,000		73,644	90,000
Constituent Services III	90,000		58,592	90,000
EECO	x		55,000	x
Agency Pass Thru Grants	x		x	x
<b>Department Total</b>	<b>\$ 1,410,359</b>	<b>\$</b>	<b>\$ 1,255,656</b>	<b>\$ 1,527,632</b>
<b>Reserves:</b>				
Contingency	\$ 1,000,000	\$	\$ x	\$ 885,000
Vacancy Savings	(1,342,343)		x	x
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	3,557,000
<b>Department Total</b>	<b>\$ 13,257,657</b>	<b>\$</b>	<b>\$</b>	<b>\$ 14,442,000</b>
<b>Assessor:</b>				
Assessor	\$ 1,060,955	\$	\$ 881,187	\$ 1,088,921
Assessor Surcharge	168,000		30,822	148,478
<b>Department Total</b>	<b>\$ 1,228,955</b>	<b>\$</b>	<b>\$ 912,009</b>	<b>\$ 1,237,399</b>
<b>Recorder:</b>				
Recorder	\$ 730,324	\$	\$ 507,382	\$ 700,975
Recorder's Suspense Acct	24,694		25	24,669
Recorder/Document Syst	98,569		30,788	75,914
Mine Claim Surcharge	1,064		x	1,102
Computer System	178,866		2,498	226,574
<b>Department Total</b>	<b>\$ 1,033,517</b>	<b>\$</b>	<b>\$ 540,693</b>	<b>\$ 1,029,234</b>
<b>Treasurer:</b>				
Treasurer	\$ 459,063	\$	\$ 427,519	\$ 458,799
Treasurer TIF	18,736		21,087	11,147
<b>Department Total</b>	<b>\$ 477,799</b>	<b>\$</b>	<b>\$ 448,606</b>	<b>\$ 469,946</b>
<b>School Superintendent:</b>				
School Superintendent	\$ 390,781	\$	\$ 351,764	\$ 390,160
Gila County Educ Srvc	2,561		993	1,311
Spec School Reserve	1,000		x	5,599
<b>Department Total</b>	<b>\$ 394,342</b>	<b>\$</b>	<b>\$ 352,757</b>	<b>\$ 397,070</b>
<b>County Attorney:</b>				
County Attorney	\$ 2,034,591	\$	\$ 1,698,075	\$ 2,063,291
Child Support Enforce	841,435		663,761	847,810
IV-D Incentive/SSRE	274,216		220,946	295,010



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2015</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2016</b>
Child Support Other Reimb	828,957		67,911	812,438
Child Support Incentive	439,684		x	466,464
County Att Residual Fund	106,687		12,172	116,560
Attorney's Justice Enhance	249,727		158,932	177,045
Victim Restit/Subrog	70,734		x	83,104
Diversion Program CA	508,887		229,499	395,388
County Anti-Racketeering	327,071		35,165	349,995
Cost of Prosec Reimb	541,657		140,130	472,759
Bad Check - CA	38,105		x	38,809
DEA Federal Asset Forfeit	7,819		x	7,872
Deferred Prosec Prog	59,708		x	75,382
CA Fill the Gap	71,289		x	74,853
Fair & Legal Employ Act	60,988		x	60,988
A G Victim Rights	77,114		42,531	68,666
Victim Compensation	60,000		5,329	60,000
Drug Prosecution Grant	78,957		67,729	75,476
Crime Victim Assist Prog	24,034		19,775	25,026
<b>Department Total</b>	<b>\$ 6,701,660</b>	<b>\$</b>	<b>\$ 3,361,955</b>	<b>\$ 6,566,936</b>

Sheriff:

Sheriff	\$ 10,657,163	\$	\$ 9,613,561	\$ 11,159,245
Sheriff Jail Maintenance	297,635		239,144	294,405
Drug Gang Violent Crime Cntrl	339,335		326,355	361,786
Sheriff Vehicle Impound/Stora	x		x	x
Sheriff's Justice Enhancement	380,000		124,812	345,770
Sheriff Special Projects	21,906		12,637	33,421
Sheriff Seized Eq Recapture	31,720		38,189	38,325
Immigration Enforcement	13,772		10,017	13,554
Gila County Sheriff K9	353		x	353
Gila Co Sheriff DARE	5,322		x	6,097
Sheriff's Victim's Rights	1,529		x	1,529
Sheriff's Commissary	137,000		10,020	161,940
Sheriff BLESF Prog	141,728		144,700	153,608
Marijuana Eradication	35,000		53,685	33,224
Methamphetamine Prog	18,829		x	18,829
Homeland Security 14	x		38,829	x
HSGP - Critical Incident	x		316	x
GOHS STEP Sheriff	x		22,282	x
HSGP - Dispatch Communication	x		12,956	25,912
<b>Department Total</b>	<b>\$ 12,081,292</b>	<b>\$</b>	<b>\$ 10,647,503</b>	<b>\$ 12,647,998</b>

Globe Constable:

Globe Constable	\$ 142,616	\$	\$ 122,279	\$ 153,424
<b>Department Total</b>	<b>\$ 142,616</b>	<b>\$</b>	<b>\$ 122,279</b>	<b>\$ 153,424</b>

Payson Constable:

Payson Constable	\$ 177,941	\$	\$ 147,931	\$ 181,485
<b>Department Total</b>	<b>\$ 177,941</b>	<b>\$</b>	<b>\$ 147,931</b>	<b>\$ 181,485</b>

Superior Court:

Superior Court Div I	\$ 251,197	\$	\$ 251,100	\$ 261,321
----------------------	------------	----	------------	------------



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2015</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2016</b>
Superior Court Div II	244,658		244,018	253,098
Superior Court General	851,711		651,339	674,608
Court Information System	258,689		213,875	193,924
Indigent Legal Defense	1,187,878		1,315,532	1,193,000
Law Library Fund	75,016		57,822	64,008
Conciliation Court Fund	74,100		75,365	70,700
Local Aid to Indigent Defense	5		x	5
Local State Aid to Courts	8,765		x	8,823
Local Probate Assess Fee	48,615		10,505	46,155
State Aid to Courts	68,918		21,829	61,266
Drug Enforcement/Supr Crt	x		x	x
Field Trainer	67,342		12,500	60,100
Children's Issues Education	20,459		9,372	18,941
Domestic Relations & Mediation	9,251		4,056	7,901
Aid to Indigent Defense	170,279		x	171,349
Superior Crt Cost of Prosec	311,198		82,357	261,688
DES Access Visitation	5,400		x	x
Court Improvement Project	30,970		16,092	30,986
Expedited Child Supp Visit	30,641		5,325	29,018
<b>Department Total</b>	<b>\$ 3,715,092</b>	<b>\$</b>	<b>\$ 2,971,087</b>	<b>\$ 3,406,891</b>

Probation:

Probation	\$ 828,390	\$	\$ 803,931	\$	\$ 864,894
Probation Class Material	2,000		x		x
Adult Probation Services	518,860		195,707		470,440
Adult Drug Court	6,500		6,018		6,500
Adult Intensive Prob Supr	244,983		201,733		223,355
Adult JCEF IPS Assist	23,222		x		23,222
CJEF S/Offender	10,500		18,500		18,500
Comm Punishment Program	35,760		32,205		35,760
CJEF Substance Abuse	27,912		32,912		27,912
Drug Treatment Education	30,693		36,896		30,693
State Aid Enhancement	449,013		376,350		373,718
JPSF - Treatment	77,553		84,524		65,118
JPSF ERE Assistant	142,972		142,972		142,972
Juvenile Diversion Fees	52,349		43,042		60,934
Juvenile Probation Fees	122,162		22,788		106,943
Juvenile Parental Reimb	389		x		389
Court Appt Spec Advocate	83,337		78,321		84,181
Juvenile Drug Court	12,000		x		12,000
Juvenile JCEF	x		x		x
Juvenile Crime Reduction	33		x		33
Family Counseling	17,718		11,938		17,718
Diversion - Consequences	28,828		9,162		15,253
Diversion - Intake	271,532		172,508		250,936
Juv Intensive Probation Superv	188,865		106,623		164,577
Juvenile Standards Probation	186,238		131,429		162,648
<b>Department Total</b>	<b>\$ 3,361,809</b>	<b>\$</b>	<b>\$ 2,507,559</b>	<b>\$</b>	<b>\$ 3,158,696</b>

Juvenile Detention:

Juvenile Detention	\$ 1,322,285	\$	\$ 1,135,252	\$	\$ 1,298,649
Juv Detention Alternatives	20,371		210		20,371
Juv Evening/Wkend Res Cntr	x		149,547		203,272
<b>Department Total</b>	<b>\$ 1,342,656</b>	<b>\$</b>	<b>\$ 1,285,009</b>	<b>\$</b>	<b>\$ 1,522,292</b>



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<u>DEPARTMENT/FUND</u>	<u>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</u>	<u>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</u>	<u>ACTUAL EXPENDITURES/ EXPENSES* 2015</u>	<u>BUDGETED EXPENDITURES/ EXPENSES 2016</u>
Globe Justice Court:				
Globe Justice Court	\$ 633,072	\$	\$ 551,405	\$ 598,766
Globe Justice Crt Surcharge	59,882		x	64,790
<b>Department Total</b>	<b>\$ 692,954</b>	<b>\$</b>	<b>\$ 551,405</b>	<b>\$ 663,556</b>
Payson Justice Court:				
Payson Justice Court	\$ 536,249	\$	\$ 506,512	\$ 553,105
Payson Justice Crt Surcharge	154,997		11,994	148,510
<b>Department Total</b>	<b>\$ 691,246</b>	<b>\$</b>	<b>\$ 518,506</b>	<b>\$ 701,615</b>
Clerk of the Superior Court:				
Clerk of the Superior Court	\$ 1,270,713	\$	\$ 1,073,330	\$ 1,379,672
Cost of Pros Clrk Sup Crt	55,851		9,506	42,731
Expedited Child Support	35,788		x	36,556
Doc Conversion Superior Crt	67,196		26,412	63,314
Spousal Maintenance Enforce	18,371		x	19,391
JCEF Surch-Clerk Sup Crt	113,956		30,750	109,409
Family Law Commissioner	2,654		x	3,139
<b>Department Total</b>	<b>\$ 1,564,529</b>	<b>\$</b>	<b>\$ 1,139,998</b>	<b>\$ 1,654,212</b>
Elections:				
Elections	\$ 536,342	\$	\$ 463,729	\$ 357,595
Help America Vote Act	27,323		6,286	x
HHS Polling Place Access	75		x	75
<b>Department Total</b>	<b>\$ 563,740</b>	<b>\$</b>	<b>\$ 470,015</b>	<b>\$ 357,670</b>
Emergency Services:				
Emergency Services	\$ 216,440	\$	\$ 222,320	\$ 270,058
Emergency Response	279,522		13,423	266,099
Natural Resources	209,000		88,964	209,000
<b>Department Total</b>	<b>\$ 704,962</b>	<b>\$</b>	<b>\$ 324,707</b>	<b>\$ 745,157</b>
Finance/Purchasing:				
Finance/Purchasing	\$ 862,394	\$	\$ 870,422	\$ 861,634
General Administration	456,386		242,232	564,374
AHCCCS/ALTCS	3,520,600		2,708,631	3,531,100
Professional Services	377,500		296,178	277,500
Indirect Costs	x		x	x
Debt Services	628,150		616,098	628,150
<b>Department Total</b>	<b>\$ 5,845,030</b>	<b>\$</b>	<b>\$ 4,733,561</b>	<b>\$ 5,862,758</b>
Human Resources:				
Human Resources	\$ 720,093	\$	\$ 430,986	\$ 760,526
Gila Cty Wellness Program	5,000		3,238	5,000
Reserve-Special Project	1,500,000		1,748,020	1,000,000



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2015</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2016</b>
<b>Department Total</b>	\$ 2,225,093	\$	\$ 2,182,244	\$ 1,765,526
Administrative Services:				
Administrative Services	\$ 123,762	\$	\$ 125,110	\$ 129,691
<b>Department Total</b>	\$ 123,762	\$	\$ 125,110	\$ 129,691
Community Development:				
Community Development	\$ 1,074,170	\$	\$ 957,833	\$ 1,071,540
<b>Department Total</b>	\$ 1,074,170	\$	\$ 957,833	\$ 1,071,540
Computer Services:				
Computer Services	\$ 715,572	\$	\$ 682,405	\$ 744,977
<b>Department Total</b>	\$ 715,572	\$	\$ 682,405	\$ 744,977
Public Fiduciary:				
Public Fiduciary	\$ 411,354	\$	\$ 409,731	\$ 437,066
<b>Department Total</b>	\$ 411,354	\$	\$ 409,731	\$ 437,066
Fairgrounds:				
Fairgrounds	\$ 13,210	\$	\$ 12,839	\$ x
<b>Department Total</b>	\$ 13,210	\$	\$ 12,839	\$
Public Works:				
Flood Plain Management	\$ 201,986	\$	\$ 163,511	\$ 202,102
GIS Rural Addressing	52,726		49,352	52,850
Public Works/HURF	6,664,113		3,659,651	6,586,978
PW Half Cent Transp Excise	5,780,614		2,395,397	4,699,347
Tonto Creek Bridge	36,000		3,064	x
Young 512 Road	108,257		55,000	450,901
Intergovern Agreements	364,039		304,859	65,000
Waste Tire Fund	213,819		145,237	233,551
TE Sidewalks Six Shooter	31,442		1,539	5,000
TE Sidewalks Main	34,706		x	5,000
Fuel Management	x		x	x
Fleet Management	x		x	x
Pine SLID	1,744		1,764	1,764
Apache Hills SLID	1,445		3,317	3,272
Upper Glendale SLID	1,768		1,415	1,396
East Verde SLID	3,845		4,049	4,055
Miami Gardens SLID	3,192		2,891	3,140
Midland City/Cntrl Hghts SLID	14,244		17,083	16,852
Claypool/Lwr Miami SLID	33,004		24,577	24,245
Non-Capitalized Projects	463,250		364,028	417,250
Bond	483,946		455,606	28,350
Capital Projects	2,732,216		1,703,818	3,439,638
Recycling & Landfill Mgmt	2,608,354		1,245,022	3,011,837
Russell Gulch Expansion	1,991,410		x	2,171,410



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2015</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2016</b>
Buckhead Mesa Expansion	50,000		x	300,000
Facilities Management	1,696,228		1,564,189	1,744,351
Courts Security	258,400		245,809	142,000
<b>Department Total</b>	<b>\$ 23,830,748</b>	<b>\$</b>	<b>\$ 12,411,178</b>	<b>\$ 23,610,289</b>

Health:

Health Services Fund	\$ 767,572	\$	\$ 565,938	\$ 808,940
Rabies Control	351,994		330,643	406,253
Health Svc Special Proj	1,048		13	105
HIV	4,571		3,410	4,561
WIC	329,035		247,416	328,636
TB	46,161		6,074	46,161
Community Health Grant	74,932		62,892	75,000
Immunization	344,812		56,003	343,812
Private Stock Vaccines	296,636		198,318	410,000
Population Health Initiative	44,562		40,442	43,748
Commodity Supp Food Prog	5,194		2,740	5,635
HIV Consortium	260,624		184,019	217,613
Public Hlth Emerg Prepare	303,674		290,975	307,002
Tobacco Free Environment	115,931		101,428	135,000
Smoke Free AZ	49,466		42,188	51,160
Public Health Accreditation	64,000		17,657	97,176
Family Planning	33,279		19,107	30,897
Teen Pregnancy Prev Svc	222,961		174,610	192,000
Public Health in Action	x		24,859	x
Cenpatico Prevention Svcs	64,000		36,300	8,517
Neonatal Intens Care Prog	44,234		15,093	36,171
Teen Pregnancy Maze	238		x	x
FTF Early Childhood Screen	x		2,320	x
Maternal & Child Health	x		4,255	x
Maternal & Child Visiting	102,500		97,046	102,000
Healthy Steps	183,803		148,168	x
<b>Department Total</b>	<b>\$ 3,711,227</b>	<b>\$</b>	<b>\$ 2,671,914</b>	<b>\$ 3,650,387</b>

Community Services:

Housing	\$ 946,093	\$	\$ 945,926	\$ 412,137
CAP	766,905		501,697	711,456
Housing Rehabilitation	x		x	308,809
GEST	444,629		444,559	551,953
WIA	x		x	x
Workforce Invest Act	x		x	x
Workforce Invest Act Progs	2,129,331		1,846,619	x
Workforce Invest Act IV	907,582		1,061,519	x
<b>Department Total</b>	<b>\$ 5,194,540</b>	<b>\$</b>	<b>\$ 4,800,320</b>	<b>\$ 1,984,355</b>

Library District:

Library District Grants	\$ 178,000	\$	\$ 148,921	\$ 188,700
Library Assistance	1,579,073		1,128,325	1,676,735
<b>Department Total</b>	<b>\$ 1,757,073</b>	<b>\$</b>	<b>\$ 1,277,246</b>	<b>\$ 1,865,435</b>

94,444,905



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2015</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2016</b>
------------------------	---	---	--	---

\* 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 G

Full/Time Employees  
And  
Personnel Compensation



**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2016**

FUND	Full-Time Equivalent (FTE) 2016	Employee Salaries and Hourly Costs 2016	Retirement Costs 2016	Healthcare Costs 2016	Other Benefit Costs 2016	Total Estimated Personnel Compensation 2016
<b>GENERAL FUND</b>						
101 Board of Supervisors	12.000	\$ 761,036	\$ 110,316	\$ 91,909	\$ 62,286	\$ 1,025,547
103 Elections	4.000	162,863	18,050	30,636	13,196	224,745
106 Emergency Services	2.050	158,605	18,192	15,701	12,830	205,328
107 Human Resources	4.500	220,007	25,235	34,466	17,718	297,426
108 Community Development	15.000	693,631	78,642	114,887	59,215	946,375
115 GIS Rural Addressing	1.000	29,323	3,363	7,659	2,293	42,638
120 Recorder	11.000	362,429	49,246	84,251	29,299	525,225
143 Administrative Services	3.000	79,312	9,097	22,977	6,202	117,588
201/205 Finance/Purchasing	12.000	530,478	60,845	91,909	42,202	725,434
203 Treasurer	6.000	260,649	37,049	45,955	21,346	364,999
207 Computer Services	6.590	330,329	37,889	50,474	26,426	445,118
221 Assessor	17.000	627,159	79,611	130,205	53,360	890,335
300 Sheriff	151.900	6,128,268	1,253,038	1,145,041	701,888	9,228,235
301 County Attorney	23.600	1,333,134	167,789	180,755	105,086	1,786,764
302 Clerk of Superior Crt	22.400	837,499	102,012	168,501	65,240	1,173,252
305 Child Support Enforcement	13.000	502,519	57,639	99,569	99,237	698,964
311 Globe Justice Court	9.200	389,690	50,793	68,932	31,151	540,566
314 Payson Justice Court	9.000	361,755	50,882	68,932	28,986	510,555
321 Globe Constable	2.500	101,371	17,642	15,318	8,493	142,824
324 Payson Constable	2.480	117,952	19,077	15,318	9,738	162,085
329 Court Information System	2.000	81,232	9,317	15,318	6,857	112,724
331 Superior Court Div I	3.000	185,432	29,990	22,977	9,922	248,321
332 Superior Court Div II	3.000	184,149	29,843	22,977	10,629	247,598
333 Superior Court General	7.684	489,736	54,734	58,240	37,598	640,308
335 Probation	9.800	459,117	67,515	75,059	39,728	641,419
336 Juvenile Detention	23.180	802,219	131,936	170,186	76,808	1,181,149
341.104 Flood Plan Mgmt	2.000	129,064	13,485	15,318	11,084	168,951
406 Public Fiduciary	7.000	267,430	30,674	53,614	21,842	373,560
702 School Superintendent	6.410	254,612	36,879	49,095	21,013	361,599
<b>Total General Fund</b>	<b>392.294</b>	<b>\$ 16,841,000</b>	<b>\$ 2,650,780</b>	<b>\$ 2,966,179</b>	<b>\$ 1,571,673</b>	<b>\$ 24,029,632</b>
<b>SPECIAL REVENUE FUNDS</b>						
1008 Health Services	9.660	\$ 390,799	\$ 44,825	\$ 73,987	\$ 31,161	\$ 540,772
1009 Rabies Control	6.280	190,215	21,459	47,870	17,198	276,742
2000 Housing	2.700	103,965	11,925	20,680	8,563	145,133
2001 CAP	4.940	187,941	21,556	38,296	15,007	262,800
2002 Housing Rehab	2.940	104,152	11,946	22,977	8,655	147,730
2012 GEST	10.300	305,626	35,055	78,889	25,720	445,290
2517 HIV	0.050	1,865	214	383	149	2,611
2518 WIC	6.337	202,171	22,220	47,180	16,027	287,598
2519 TB	0.080	3,834	440	613	306	5,193
2521 Community Health Grant	1.250	37,599	4,313	9,574	2,988	54,474
2524 Immunization	1.940	68,067	7,808	14,859	5,379	96,113
2527 Population Hlth Emerg P	0.650	22,449	2,575	1,149	1,759	27,932
2528 Commodity Supp Food P	0.038	1,045	120	306	83	1,554
2530 HIV Consortium	2.040	68,798	7,891	15,625	5,472	97,786
2550 Public Hlth Emerg Prep	2.750	110,509	12,675	21,063	8,782	153,029
2552 Tobacco Free Environ	1.700	51,917	5,955	13,021	4,129	75,022
2557 Smoke Free AZ	0.880	35,815	4,108	6,740	2,850	49,513
2558 Public Health Accreditation	0.250	9,750	1,118	1,915	762	13,545
2559 Family Planning	0.050	2,392	274	383	190	3,239
2560 Teen Pregnancy Prev Ser	3.350	94,829	10,877	25,658	7,501	138,865
2570 Maternal & Child Home V	1.350	52,798	6,056	10,340	4,178	73,372
3001 Drug Gang Violent Crime	4.000	217,980	87,802	30,636	25,368	361,786
3055 Sheriff's Commissary	1.000	37,877	3,199	7,659	4,454	53,189
3061 Sheriff BLESF Program	2.000	90,898	36,614	15,318	10,778	153,608
3510 IV-D Incentive/SSRE	2.000	70,139	8,045	15,318	5,476	98,978
3511 Child Supp Other Reimb	1.000	67,440	7,735	7,659	5,265	88,099
3531 Attorney's Justice Enhan	3.000	92,391	10,597	15,318	7,264	125,570
3542 Diversion Program CA	6.000	270,275	31,001	45,955	21,101	368,332
3544 Cost of Prosec Reimb	3.000	126,481	14,508	22,977	9,875	173,841
3547 Deferred Prosecution Pr	1.000	36,247	4,158	7,659	2,830	50,894
3557 A G Victim Rights	0.900	32,099	3,682	6,893	2,506	45,180
3561 Drug Prosecution Grant	1.000	56,857	6,522	7,659	4,438	75,476
3563 Crime Victim Asst Prog	0.500	17,770	2,038	3,830	1,388	25,026
4042 Adult Probation Services	4.750	181,072	29,990	36,381	17,033	264,476
4051 Adult Intensive Prob Sup	3.700	155,298	25,258	28,338	14,461	223,355
4059 Adult Int Probation Supv	6.580	257,887	41,545	50,397	23,889	373,718
4071 JPSF-Treatment	0.780	42,715	7,321	5,974	4,096	60,106
4146 Juvenile Diversion Fees	0.250	6,151	706	1,915	479	9,251
4151 Juvenile Evening/Wknd	1.220	36,080	4,821	9,344	3,027	53,272
4177 Court Appt Spec Advocate	1.500	53,406	6,126	11,489	4,160	75,181
4194 Diversion-Consequences	0.200	4,710	540	1,532	367	7,149
4195 Diversion-Intake	2.550	124,245	20,954	19,531	11,484	176,214
4196 Juvenile Intensive Prob S	3.000	115,207	15,787	22,977	10,606	164,577

**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2016**

FUND	Full-Time Equivalent (FTE) 2016	Employee Salaries and Hourly Costs 2016	Retirement Costs 2016	Healthcare Costs 2016	Other Benefit Costs 2016	Total Estimated Personnel Compensation 2016
4197 Juvenile Standards Prob	2.750	105,283	12,076	21,063	9,769	148,191
4501 Law Library Fund	1.000	27,125	3,111	7,659	2,113	40,008
4556 Field Trainer	1.000	41,404	4,749	7,659	3,225	57,037
4574 Superior Crt Cost of Pros	0.596	24,829	2,848	4,565	1,934	34,176
4577 Court Improv Project	0.500	11,990	1,375	3,830	934	18,129
6000 Library District Grants	0.300	36,421	1,194	2,298	2,848	42,761
6010 Library Assistance	3.200	181,102	20,772	24,509	14,855	241,238
6500 Public Works	70.575	2,714,837	308,249	539,968	295,725	3,858,779
6570 Waste Tire Fund	0.670	24,329	2,791	5,132	1,903	34,155
<b>Total Special Revenue Funds</b>	<b>190.056</b>	<b>\$ 7,307,081</b>	<b>\$ 959,524</b>	<b>\$ 1,442,950</b>	<b>\$ 690,510</b>	<b>\$ 10,400,065</b>
<b>DEBT SERVICE FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Debt Service Funds</b>		\$	\$	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Capital Projects Funds</b>		\$	\$	\$	\$	\$
<b>PERMANENT FUNDS</b>						
6880 Facilities Mgmt	20.705	\$ 669,551	\$ 76,803	\$ 157,012	\$ 66,702	\$ 970,068
6880 Facilities Mgmt-Sheriff	2.000	58,955	6,762	15,318	5,964	86,999
<b>Total Permanent Funds</b>	<b>22.705</b>	<b>\$ 728,506</b>	<b>\$ 83,565</b>	<b>\$ 172,330</b>	<b>\$ 72,666</b>	<b>\$ 1,057,067</b>
<b>ENTERPRISE FUNDS</b>						
6850 Recycling & Lndfl Mgmt	12.330	\$ 417,113	\$ 47,501	\$ 94,438	\$ 46,954	\$ 606,006
<b>Total Enterprise Funds</b>	<b>12.330</b>	<b>\$ 417,113</b>	<b>\$ 47,501</b>	<b>\$ 94,438</b>	<b>\$ 46,954</b>	<b>\$ 606,006</b>
<b>INTERNAL SERVICE FUND</b>						
6860 Fuel Management	0.500	\$ 18,615	\$ 2,135	\$ 3,830	\$ 1,599	\$ 26,179
6870 Fleet Management	2.500	83,288	9,553	19,148	8,654	120,643
<b>Total Internal Service Fund</b>	<b>3.000</b>	<b>\$ 101,903</b>	<b>\$ 11,688</b>	<b>\$ 22,978</b>	<b>\$ 10,253</b>	<b>\$ 146,822</b>
<b>TOTAL ALL FUNDS</b>	<b>620.385</b>	<b>\$ 8,554,603</b>	<b>\$ 1,102,278</b>	<b>\$ 1,732,696</b>	<b>\$ 820,383</b>	<b>\$ 36,239,592</b>



---

# Authorized Positions

FY 2015  
Comparison to  
FY 2016



**GILA COUNTY**  
**AUTHORIZED POSITIONS**  
**COMPARISON OF PROPOSED 2016 VS 2015 APPROVED BUDGET**

Fund	Department	Position	Grade	Budget for 2015		2016 Proposed	Total	Change 2016 vs 2015
				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		1.00		0.50
		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	11.50	1.00	12.00	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	4.00	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		0.00		(0.50)
		Emergency Services Manager	360	1.00		0.00		(1.00)
		Administrative Clerk Senior	210	0.08		0.00		(0.08)
		Accounting Analyst	290	0.00		0.05		0.05
		EM/PHEP Manager	370	0.00		0.50		0.50
		Communication Specialist	330	0.00		1.00		1.00
		Accounting Clerk	190	0.25	2.33	0.00	2.05	(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	0.50		0.50		0.00
		Comp & Risk Mgmt Administrator	330	1.00	4.50	1.00	4.50	0.00
	Community Development							
		Dir Community Development	420	1.00		1.00		0.00
		Chief 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	1.00		1.00		0.00
		Code Enforcement Supervisor	320	1.00		1.00		0.00
		Env Engineering Specialist	310	1.00		1.00		0.00
		Zoning & Building Inspector	290	3.00		3.00		0.00
		Permit Tech	220	1.00		2.00		1.00
		Environmental Planning Tech	290	1.00		1.00		0.00
		Executive Admin Assistant	310	1.00		0.00		(1.00)
		Code Compliance Specialist	290	2.00	15.00	2.00	15.00	0.00

Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
	GIS Rural Addressing							
		Rural Addressing Analyst	260	1.00	1.00	1.00	1.00	0.00
	Recorder							
		Recorder	Salary	1.00		1.00		0.00
		Chief Deputy Recorder	390	1.00		1.00		0.00
		Recorder's Office Supervisor	310	1.00		1.00		0.00
		Voter Registration Coord	240	1.00		1.00		0.00
		Voter Outreach Assistant	220	2.00		1.00		(1.00)
		Recorder's Clerk Senior	230	3.00		3.00		0.00
		Recorder's Clerk	190	3.00	12.00	3.00	11.00	0.00
	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		0.00		(1.00)
		Payroll Specialist	250	2.00		0.00		(2.00)
		Accounting Clerk Senior	210	2.00		0.00		(2.00)
		AP/PR Accounting Clerk Sr	290	0.00		3.00		3.00
		Buyer	230	2.00		2.00		0.00
		Deputy Finance Director	380	0.00		1.00		1.00
		Contracts Administrator	280	1.00	13.00	1.00	12.00	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		0.00		(1.00)
		Accounting Analyst	290	0.00		1.00		1.00
		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	0.00	6.00	(1.00)
	Computer Services							
		Director Information Technology	430	1.00		1.00		0.00
		IT Systems Administrator	360	2.00		2.00		0.00
		IT Support Specialist	330	1.50		2.00		0.50
		Help Desk Coordinator	300	1.00		1.00		0.00
		IT & School Systems Admin	360	0.59	6.09	0.59	6.59	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
		Cartography GIS Analyst	290	1.00		1.00		0.00
		Property Appraiser II	270	4.00		4.00		0.00
		Mapping Technician	220	1.00		1.00		0.00
		Property Appraiser I	250	4.00		4.00		0.00
		Administrative Assistant	250	1.00		0.00		(1.00)



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change	
				FTE'S	TOTAL	Proposed		2016 vs 2015	
		Title Examiner	250	1.00		1.00		0.00	
		CAMA Program Administrator	320	1.00		1.00		0.00	
		Assessor's Aide	190	1.00	17.00	2.00	17.00	1.00	
	Sheriff - Detention Medical								
		Detention Medical Director	420	1.00		1.00		0.00	
		Nurse	350	2.00		2.00		0.00	
		Inmate Counselor	330	0.48		0.48		0.00	
		Medical Assistant	280	3.00	6.48	3.00	6.48	0.00	
	Sheriff - Patrol								
		Patrol Commander Lieutenant	410	2.00		2.00		0.00	
		Deputy Sheriff Sergeant	370	9.48		8.00		(1.48)	
		Property & Evidence Custodian	330	1.00		1.00		0.00	
		Deputy Sheriff Detective	340	5.00		5.00		0.00	
		Deputy Sheriff	340	27.00	44.48	27.00	43.00	0.00	
	Sheriff -Dispatch								
		911 Dispatcher Supervisor	320	2.00		3.00		1.00	
		911 Dispatcher	270	19.00	21.00	22.00	25.00	3.00	
	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	1.98		1.50		(0.48)	
		Executive Admin Assistant	310	1.00		1.00		0.00	
		Sheriff Records Supervisor	290	1.00		1.00		0.00	
		Accounting Clerk Specialist	240	1.00		1.00		0.00	
		Records Clerk	210	2.48		2.48		0.00	
		Civil Clerk	220	1.00		1.00		0.00	
		Administrative Clerk	190	3.48	15.94	3.48	15.46	0.00	
	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		9.00		(2.00)	
		Prof Standards Investigator	410	1.00		1.00		0.00	
		Detention Officer	270	47.96		47.48		(0.48)	
		Special Investigator	320	0.48	64.44	0.48	61.96	0.00	
	<i>Total Sheriff-General Fund</i>					152.34		151.9	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	480	1.00		1.00		0.00	
		Deputy County Attorney Senior	420	3.00		3.00		0.00	
		Deputy County Attorney Principal	440	1.00		1.00		0.00	
		Deputy County Attorney	400	3.00		3.00		0.00	
		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	



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
		Executive Admin Assistant	310	1.00		1.00		0.00
		Legal Secretary Senior	270	2.00		2.00		0.00
		Victim Witness Advocate	300	0.50		0.50		0.00
		Legal Secretary Senior	290	6.10		6.10		0.00
		Public Agency Courts Liaison	300	1.00	24.60	0.00	23.60	(1.00)
	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	300	7.00		7.00		0.00
		Assoc Jury Commissioner	300	1.00		1.00		0.00
		Courtroom Clerk IVD	270	1.00		1.00		0.00
		Court Clerk	240	7.40		6.40		(1.00)
		Accounting Clerk Specialist	240	2.00	23.40	2.00	22.40	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	1.00	13.00	(1.00)
	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		2.00		1.00
		Justice Court Clerk Associate	200	4.10	10.10	2.20	9.20	(1.90)
	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	4.00		4.00		0.00
		Justice Court Clerk Associate	200	1.00	9.00	1.00	9.00	0.00
	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							
		IT Admin & Support Specialist	360	1.00		0.00		(1.00)



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
		IT Support Technician	320	2.00	3.00	2.00	2.00	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	0.50		0.50		0.00
		Judicial Assistant	310	1.00		1.00		0.00
		Administrative Assistant	250	1.00		0.00		(1.00)
		Calendar Administrator	240	1.90		0.90		(1.00)
		Bailiff	230	0.88		0.88		0.00
		Court Commissioner	0	0.20		0.20		0.00
		CPO & Superior Court Admin	490	0.20		0.20		0.00
		Judge Pro Tempore	0	1.00	9.68	1.00	7.68	0.00
	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	1.00		1.00		0.00
		Probation Operations Manager	360	1.00		1.00		0.00
		Office Supervisor	280	2.00		2.00		0.00
		Probation Aide	210	1.50		1.78		0.28
		Administrative Clerk Senior	210	0.80	9.52	0.80	9.80	0.00
	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	18.96		17.96		(1.00)
		Probation Aide	210	0.00		0.22		0.22
		Administrative Clerk Senior	210	1.00	24.96	0.00	23.18	(1.00)
	Flood Plain Management							
		Chief Eng Flood Control District	410	1.00		1.00		0.00
		Flood Control Technician	270	1.00		1.00		0.00
		Engineering Technician	270	0.48	2.48	0.00	2.00	(0.48)



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
	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	2.00		2.00		0.00
		Finance Specialist	250	1.00		1.00		0.00
		Administrative Clerk	190	1.00	7.00	1.00	7.00	0.00
	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
<b>TOTAL GENERAL FUND - 1005</b>					<u>403.89</u>		<u>392.29</u>	

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	310	1.86		2.03		0.17
	Environmental Health Specialist	290	2.00		1.12		(0.88)
	Environmental Health Manager	360	0.22		0.00		(0.22)
	Executive Admin Asstistant	310	0.50		0.75		0.25
	Administrative Clerk Senior	210	1.13		2.00		0.88
	Accounting Clerk	190	0.25		0.16		(0.09)
	Accounting Analyst	290	0.00		0.55		0.55
	Deputy Director Health	410	0.00		0.55		0.55
	Administrative Clerk	190	1.00	8.46	1.00	9.66	0.00

1009 Rabies/Animal Control

	Deputy Director Health	410	0.00		0.25		0.25
	Animal Reg Enforcement Manager	340	1.00		1.00		0.00
	Animal Control Officer	220	1.00		4.00		3.00
	Animal Care Worker	170	1.00		1.00		0.00
	Hearing Officer Contractor	0	0.06	3.06	0.03	6.28	(0.03)

2517 HIV

	HIV Program Coordinator	300	0.05	0.05	0.05	0.05	0.00
--	-------------------------	-----	------	------	------	------	------

2518 WIC

	Nutrition Manager	340	0.99		1.00		0.01
	Staff Nutritionist	310	1.00		1.00		0.00
	Breastfeeding Counselor Supv	280	1.00		0.99		(0.01)
	Communtiy Health Specialist	220	2.70		2.77		0.07
	Accounting Clerk	190	0.20		0.20		0.00
	Breastfeeding Counselor	200	1.00		0.38		(0.63)
	Deputy Director Health	410	0.02	6.91	0.00	6.34	(0.02)



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
2519	TB	Public Health Nurse	350	0.08	0.08	0.08	0.08	0.00
2521	Community Health Grant	Deputy Director Health	410	0.19		0.00		(0.19)
		Health Programs Manager	330	0.00		0.15		0.15
		Accounting Clerk	190	0.10		0.10		0.00
		Community Health Specialist	220	1.00	1.29	1.00	1.25	0.00
2524	Immunization	Administrative Clerk Senior	210	1.00		1.00		0.00
		Public Health Nurse	350	1.34		0.84		(0.50)
		Accounting Clerk	190	0.10	2.44	0.10	1.94	0.00
2526	Private Stock Vaccines	Public Health Nurse	350	0.17	0.17	0.00	0.00	(0.17)
2527	Population Health Initiative	Health Programs Manager	330	0.00		0.05		0.05
		Accounting Clerk	190	0.10		0.10		0.00
		Worksite Wellness Coordinator	300	0.50	0.60	0.50	0.65	0.00
2528	Commodity Supplement Food Program	Nutrition Manager	340	0.01		0.00		(0.01)
		Breastfeeding Counselor Supv	280	0.00		0.01		0.01
		Community Health Specialist	220	0.06	0.07	0.03	0.04	(0.03)
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	1.00		0.00		(1.00)
		HIV Program Coordinator	300	0.95	3.04	0.95	2.04	0.00
2550	Public Hlth Emerg Preparedness	PHEP Manager	350	1.00		0.00		(1.00)
		EM/PHEP Manager	370	0.00		0.50		0.50
		PHEP Coordinator	300	0.00		1.00		1.00
		Accounting Analyst	290	0.00		0.25		0.25
		Communicable Diseases Specialist	260	1.00		1.00		0.00
		Accounting Clerk	190	0.25		0.00		(0.25)
		Administrative Clerk Senior	210	0.05	2.30	0.00	2.75	(0.05)
2552	Tobacco Free Environment	Health Programs Manager	330	0.00		0.60		0.60
		Accounting Clerk	190	0.10		0.10		0.00
		Community Health Specialist	220	2.00	2.10	1.00	1.70	(1.00)
2557	Prop 201 Smoke Free AZ Act	Environmental Health Manager	360	0.78	0.78	0.88	0.88	0.10
2559	Family Planning	Public Health Nurse	310	0.05	0.05	0.05	0.05	0.00



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
2558	Public Health Accreditation	Public Health Nurse	310	0.00	0.00	0.25	0.25	0.25
2560	Teen Pregnancy Prevention Svcs	Health Programs Manager	330	0.00		0.20		
		Community Health Specialist	220	3.00		3.00		0.00
		Deputy Director Health	410	0.19		0.00		(0.19)
		Accounting Clerk	190	0.15	3.34	0.15	3.35	0.00
2564	Cenpatico Prevention Svcs	Accounting Clerk	190	0.10		0.00		(0.10)
		Community Health Specialist	220	1.00	1.10	0.00	0.00	(1.00)
2570	Maternal & Child Home Visiting	Accounting Clerk	190	0.15		0.00		(0.15)
		Accounting Analyst	290	0.00		0.15		0.15
		Deputy Director Health	410	0.30		0.20		(0.10)
		Home Visitation Coordinator	280	1.00	1.45	1.00	1.35	0.00
2575	Healthy Steps	Accounting Clerk	190	0.16		0.00		(0.16)
		Deputy Director Health	410	0.30		0.00		(0.30)
		Healthy Steps Coordinator	300	2.00	2.46	0.00	0.00	(2.00)
Community Services								
2000	Housing	Director Community Services	430	0.20		0.05		(0.15)
		Administrative Assistant	250	0.20		0.05		(0.15)
		Fiscal Services Manager	350	0.25		0.10		(0.15)
		Section 8 Program Administrator	280	1.00		1.00		0.00
		Housing Rehab Specialist	240	1.00		0.50		(0.50)
		Housing Project Administrator	280	1.00		0.50		(0.50)
		Grants Administrator	240	0.31		0.00		(0.31)
		Housing Services Administrator	280	1.00	4.96	0.50	2.70	(0.50)
2001	Community Action Program	Director Community Services	430	0.12		0.45		0.33
		Administrative Assistant	250	0.15		0.40		0.25
		Fiscal Services Manager	350	0.50		0.50		0.00
		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	1.00		0.40		(0.60)
		Accounting Clerk Sr	210	0.00		0.75		0.75
		Grants Administrator	240	0.32	4.09	0.44	4.94	0.12
2002	Housing Rehabilitation	Director Community Services	430	0.00		0.15		0.15
		Fiscal Services Manager	350	0.00		0.25		0.25
		Housing Project Administrator	280	0.00		0.50		0.50
		Housing Services Administrator	280	0.00		0.50		0.50
		Administrative Assistant	250	0.00		0.35		0.35
		Housing Rehab Specialist	240	0.00		0.50		0.50
		Grants Administrator	240	0.00		0.44		0.44
		Accounting Clerk Senior	210	0.00	0.00	0.25	2.94	0.25

Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
2012	Gila Employment & Special Training							
		Director Community Services	430	0.01		0.35		0.34
		GEST Program Manager	330	1.00		1.00		0.00
		Administrative Assistant	250	0.05		0.20		0.15
		Grants Administrator	240	0.26		0.00		(0.26)
		Fiscal Services Manager	350	0.05		0.15		0.10
		Administrative Clerk Senior	210	0.00		0.60		0.60
		Community Services Worker	210	8.00	9.37	8.00	10.30	0.00
2015	Workforce Investment Act Programs							
		Director Community Services	430	0.67		0.00		(0.67)
		Fiscal Services Manager	350	0.20		0.00		(0.20)
		WIA Program Manager	330	1.00		0.00		(1.00)
		Bus Svc Rep 1 Stop Manager	310	1.00		0.00		(1.00)
		Career & Employment Specialist	260	3.00		0.00		(3.00)
		Administrative Assistant	250	0.60		0.00		(0.60)
		Administrative Clerk Senior	210	2.25		0.00		(2.25)
		Accounting Clerk Senior	210	0.75	9.47	0.00	0.00	(0.75)
	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
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		1.00		(1.00)
		Legal Secretary	270	1.00	4.00	1.00	3.00	0.00
3542	Diversion Program							
		Diversion Prog Administrator	300	1.50		1.00		(0.50)
		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		0.00		(0.48)
		Legal Secretary Senior	290	2.00		2.00		0.00
		Diversion Officer	290	1.00	6.98	1.00	6.00	0.00



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
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 II	340	3.00		3.00		0.00
		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		0.50		(0.50)
		Deputy Probation Officer II	340	2.00		2.00		0.00
		Administrative Clerk Senior	210	1.00	4.20	1.00	3.70	0.00
4059	State Aid Enhancement							
		CPO & Superior Court Admin	490	0.08		0.08		0.00
		Probation Manager	380	1.00		0.50		(0.50)
		Deputy Probation Officer II	340	4.00		4.00		0.00
		Deputy Probation Officer I	320	1.00		0.00		(1.00)
		Administrative Clerk Senior	210	2.00	8.08	2.00	6.58	0.00
4071	JPSF Treatment							
		Probation Manager	380	1.00	1.00	0.78	0.78	(0.22)
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	0.00	0.00	(0.50)
4151	Juvenile Evenings/Weekend Res Ctr							
		Probation Manager	380	0.00		0.22		0.22
		Grant Project Assistant	220	0.00	0.00	1.00	1.22	1.00
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

Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
4194	Diversion Consequences							
		Administrative Clerk Sr	210	0.20		0.20		0.00
		Teen Court Coordinator	220	0.38	0.58	0.00	0.20	(0.38)
4195	Diversion Intake							
		Probation Manager	380	1.50		1.00		(0.50)
		Probation Fiscal Services Mgr	380	0.30		0.30		0.00
		Deputy Probation Officer II	340	2.00		1.00		(1.00)
		Administrative Clerk Senior	210	0.25	4.05	0.25	2.55	0.00
4196	Juvenile Intensive Prob Superv							
		Probation Manager	380	0.50		0.00		(0.50)
		Deputy Probation Officer II	340	1.50		2.00		0.50
		Administrative Clerk Senior	210	1.00	3.00	1.00	3.00	0.00
4197	Juvenile Standards Probation							
		Deputy Probation Officer II	340	2.50		2.00		(0.50)
		Administrative Clerk Senior	210	0.75	3.25	0.75	2.75	0.00
4501	Law Library Fund							
		Bailiff Interpreter	230	1.00	1.00	1.00	1.00	0.00
	Superior Courts General							
4556	Field Trainer							
		Court Case Mgmt Sys Trainer	320	0.00	0.00	1.00	1.00	1.00
4574	Cost of Prosecution							
		Court Caseflow Manager	320	0.50		0.50		0.00
		Calendar Administrator	240	0.10	0.60	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	0.50		0.50		0.00
		Public Services Librarian	290	0.70	3.20	0.70	3.20	0.00
6000	Library Grants							
		Public Services Librarian	290	0.30	0.30	0.30	0.30	0.00
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	0.50	4.50	(0.50)
510	Consolidated Roads							
		Roads Shops Manager	390	1.00		1.00		0.00
		Regional Roads Manager	350	2.00		2.00		0.00



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
		Public Works Roads Supervisor	320	6.00		5.00		(1.00)
		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	0.18		0.19		0.01
		Road Maintenance Worker	190	3.00	39.18	3.00	38.19	0.00
513	Surveying							
		GIS System Supervisor	410	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	1.00		1.00		0.00
		Construction Project Manager	360	1.00		1.00		0.00
		GIS System Supervisor	410	0.50		0.50		0.00
		Sign Department Supervisor	330	1.00		1.00		0.00
		Materials Tester Safety Rep	310	1.00		0.00		(1.00)
		Engineering Technician	270	3.00		3.00		0.00
		Administrative Assistant	190	1.00		0.00		(1.00)
		Administrative Clerk Specialist	240	0.00		0.50		0.50
		CONTRACT WORKER (.20)	24	0.20	9.70	0.20	8.20	0.00
527	Equipment Shops							
		Fleet & Equip Maint Supervisor	320	1.00		0.00		(1.00)
		Fleet & Fuel Supervisor	310	0.00		1.00		1.00
		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		0.00		(1.00)
		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	0.18		0.19		0.01
		Automotive Service Worker	190	2.00	18.18	2.00	17.19	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



Fund	Department	Position	Grade	Budget for 2015		2016	Total	Change
				FTE'S	TOTAL	Proposed		2016 vs 2015
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 & Landfil Oper Worker	190	2.00	6.00	2.00	6.00	0.00
6860	Fuel Management							
		Fleet Fuel Info Sys Analyst	260	0.50	0.50	0.50	0.50	0.00
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							
		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	1.00		1.00		0.00
		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	3.00		3.00		0.00
		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	120	2.72	20.72	2.71	20.71	(0.01)
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
<b>TOTAL SPECIAL REVENUE FUNDS</b>					<u>245.05</u>		<u>228.10</u>	<b>(16.95)</b>
<b>TOTAL POSITIONS</b>					<u><b>648.93</b></u>		<u><b>620.39</b></u>	<b>(28.54)</b>

---

# **Capital Projects and Capital Outlay**

**FY 2016**

**GILA COUNTY FY16 PROJECTS AND CAPITAL OUTLAY**

Project

**COURT SECURITY PROJECTS**

Security personnel	85,000
Stanley Security Access Control Maint/Software	31,000
Camera Maintenance/Support	26,000
	142,000

**BOND BUILDING PROJECTS**

1st Floor HVAC repair or CA remodel	28,350
	28,350

**CAPITAL IMPROVEMENT PROJECTS**

Copper Administration Bldg remodel	1,504,557
Payson Courthouse (NAPA bldg) remodel	500,000
Globe Crthouse HVAC Engineering 1st/2nd floors	85,000
Globe Jail interior upgrades and repairs	109,000
Payson Jail Admin floor replacement	10,000
Fleet Vehicle Replacement Plan	274,000
Payson Courthouse Steps & Landings	129,000
Sheriff APS parking lot resurfacing	75,000
Capital Project Contingency	80,000
Pine/Strawberry Shelters	5,000
	2,771,557

**NON-CAPITALIZED PROJECTS**

Natural Resources/Fire Suppression	209,000
Public Info/Transparency	21,500
Economic Development	118,750
CPI & Performance Pay GF increases	1,000,000
Finance Computer Upgrade/Modules	27,000
Community College Supplementation	250,000
	1,626,250

DEPARTMENTAL CAPITAL OUTLAY

DEPT TOTAL

SHERIFF	424,206	
Security Cameras-Admin.		30,000
Ice machine-Roosevelt		5,000
Shelving in Boat Bay		20,000
Equipment for vehicles		48,000
Dash Camera		67,000
Boat Lift		12,500
Server Expansion		16,000
Interview recording system		6,900
Dispatch Software		27,645
Spillman mobile module		149,592
Spillman Pawn module		11,944
Spillman Livescan module		23,625
Trinity Booking Cube		6,000
FUEL MANAGEMENT	33,000	
Mega Trak fuel Mgmt system		18,000
Globe shop 10,000 gal fuel tank		10,000
Tonto Basin 5,000 gal fuel tank		5,000
RECYCLING/LANDFILL	668,900	
Compactor-down payment (repl H-003)		200,000
Roll off Truck		196,500
Dump Truck (repl C-28)		200,000
Paper Recycling bins		12,400
Roll off Truck trailer		50,000
Recycle bins (2)		10,000
PW/1/2 CENT TRANSP EXCISE TAX	495,300	
Semi Trucks (2)-repl C-31 & C-32		260,000
Pickup Truck (3)-repl B-3, B-7, B-72		75,000
Belly Dumps (2)-repl C-48T & C-60T		70,000
Haul trailer-repl C-18T		75,300
Sign Posts		15,000
PW/HURF	60,000	
Sign Truck		60,000
HEALTH/EMERGENCY SERVICE	40,000	
Bathroom remodel		15,000
ESRI GIS Software		7,000
Everbridge Notification System		18,000

DEPARTMENTAL CAPITAL OUTLAY

DEPT TOTAL

COMMUNITY SERVICE	30,000	
Truck-repl B-87 GEST		30,000
INFORMATION TECHNOLOGY	109,500	
Electrical upgrade		17,500
Capital Savings		92,000
ELECTIONS	306,000	
Future replacement plan		50,000
Election equipment replacement		256,000
LIBRARY DISTRICT	17,251	
Watchguard and router		10,747
Router 3611		6,504
EMERGENCY RESPONSE	50,000	
Generator (2)-Mtn Ord & Pinal Peak Mtn		50,000

**GRAND TOTAL:**

**\$6,378,108**



---

# Departmental Summaries

FY 2016

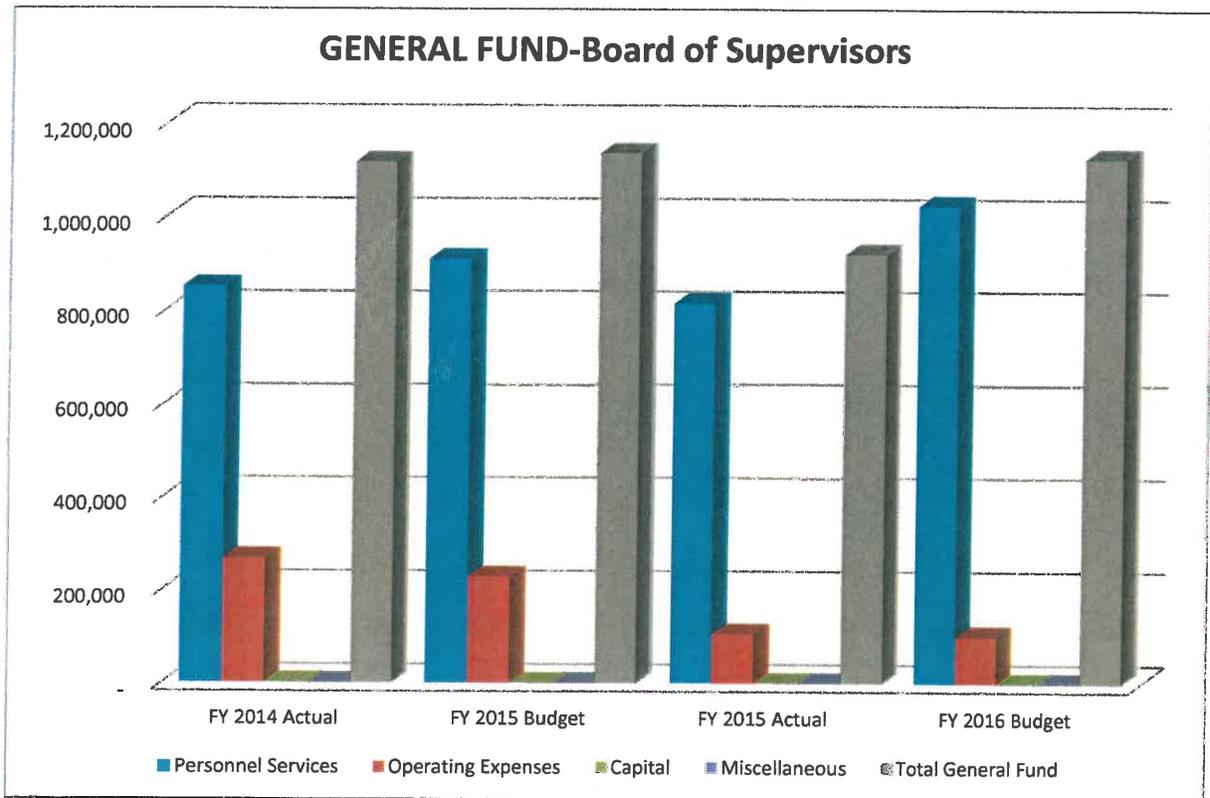


## Board of Supervisors Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	1,117,556	1,137,274	920,328	1,126,297	-0.97%
<b>Total Sources</b>	<b>1,117,556</b>	<b>1,137,274</b>	<b>920,328</b>	<b>1,126,297</b>	<b>-0.97%</b>
<b>Uses</b>					
Personnel Services	849,843	909,680	814,509	1,025,547	12.74%
Operating Expenses	266,542	227,594	105,819	100,750	-55.73%
Capital	1,171	-	-	-	
Miscellaneous	-	-	-	-	
<b>Total Uses</b>	<b>1,117,556</b>	<b>1,137,274</b>	<b>920,328</b>	<b>1,126,297</b>	<b>-0.97%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

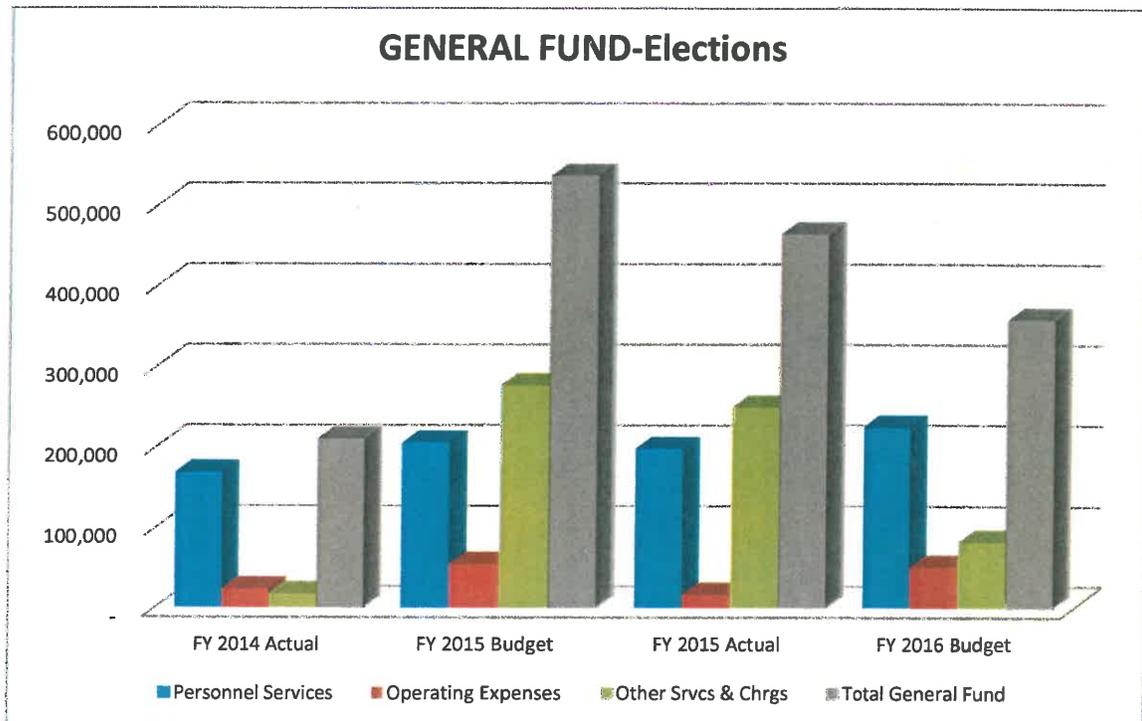
Board of Supervisors	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	11.75	11.50	11.50	12.00	4.35%
<b>Board of Supervisors Total</b>	<b>11.75</b>	<b>11.50</b>	<b>11.50</b>	<b>12.00</b>	<b>4.35%</b>

## Elections Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	209,440	536,342	460,635	357,552	-33.34%
Special Revenue	101	100	200	(21,000)	-21100.00%
Balance Forward	27,197	27,298	27,298	21,118	
<b>Total Sources</b>	<b>236,738</b>	<b>563,740</b>	<b>488,133</b>	<b>357,670</b>	<b>-36.55%</b>
<u>Uses</u>					
Personnel Services	168,006	205,122	197,941	224,745	9.57%
Operating Expenses	23,720	54,850	16,860	50,925	-7.16%
Other Services & Charges	17,714	303,768	245,928	82,000	-73.01%
Capital			6,286		
<b>Total Uses</b>	<b>209,440</b>	<b>563,740</b>	<b>467,015</b>	<b>357,670</b>	<b>-36.55%</b>
<b>Fund Balance as of 6/30</b>	<b>27,298</b>	<b>-</b>	<b>21,118</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

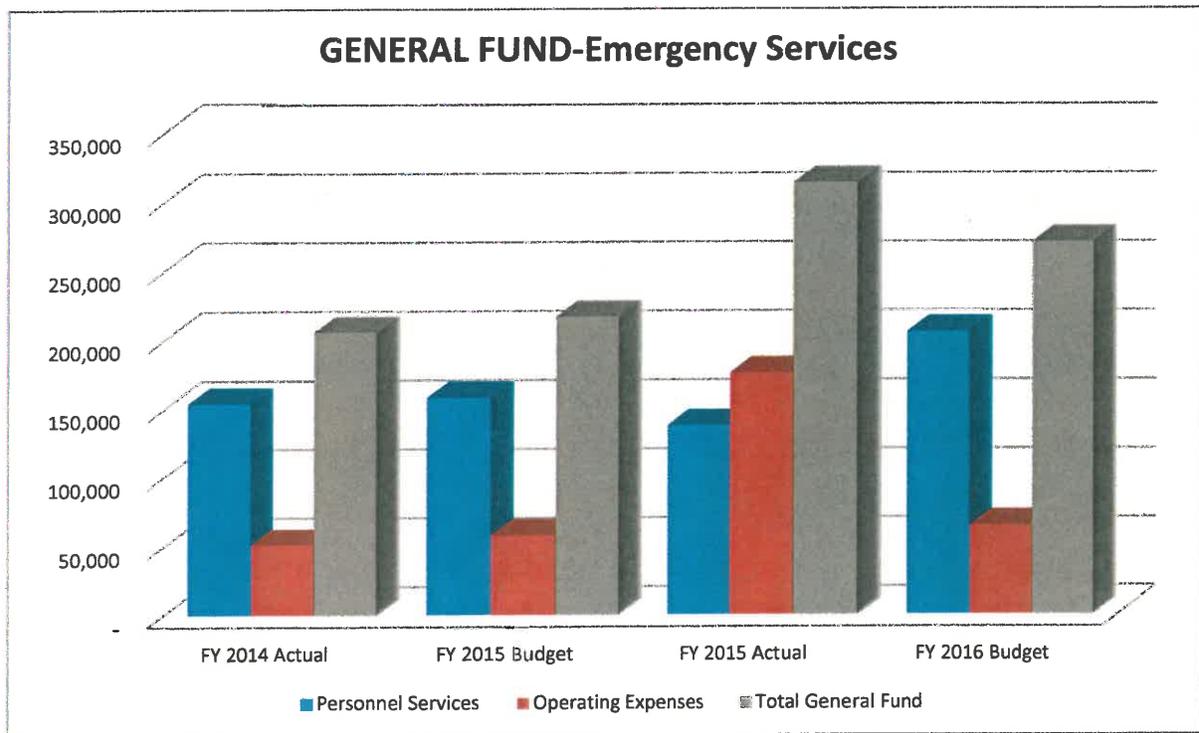
<u>Elections</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	4.00	4.00	4.00	4.00	0.00%
<b>Elections Total</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>0.00%</b>

## Emergency Services Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	281,428	315,440	261,974	327,212	3.73%
Special Revenue	112,324	119,400	51,285	160,000	34.00%
Balance Forward	63,374	-	8,154	-	
<b>Total Sources</b>	<b>457,126</b>	<b>434,840</b>	<b>321,413</b>	<b>487,212</b>	<b>12.04%</b>
<b>Uses</b>					
Personnel Services	154,000	158,290	137,606	205,328	29.72%
Operating Expenses	255,072	276,550	175,653	281,884	1.93%
Capital	4,582	-	-	-	
<b>Total Uses</b>	<b>413,654</b>	<b>434,840</b>	<b>313,259</b>	<b>487,212</b>	<b>12.04%</b>
<b>Fund Balance as of 6/30</b>	<b>43,472</b>	<b>-</b>	<b>8,154</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

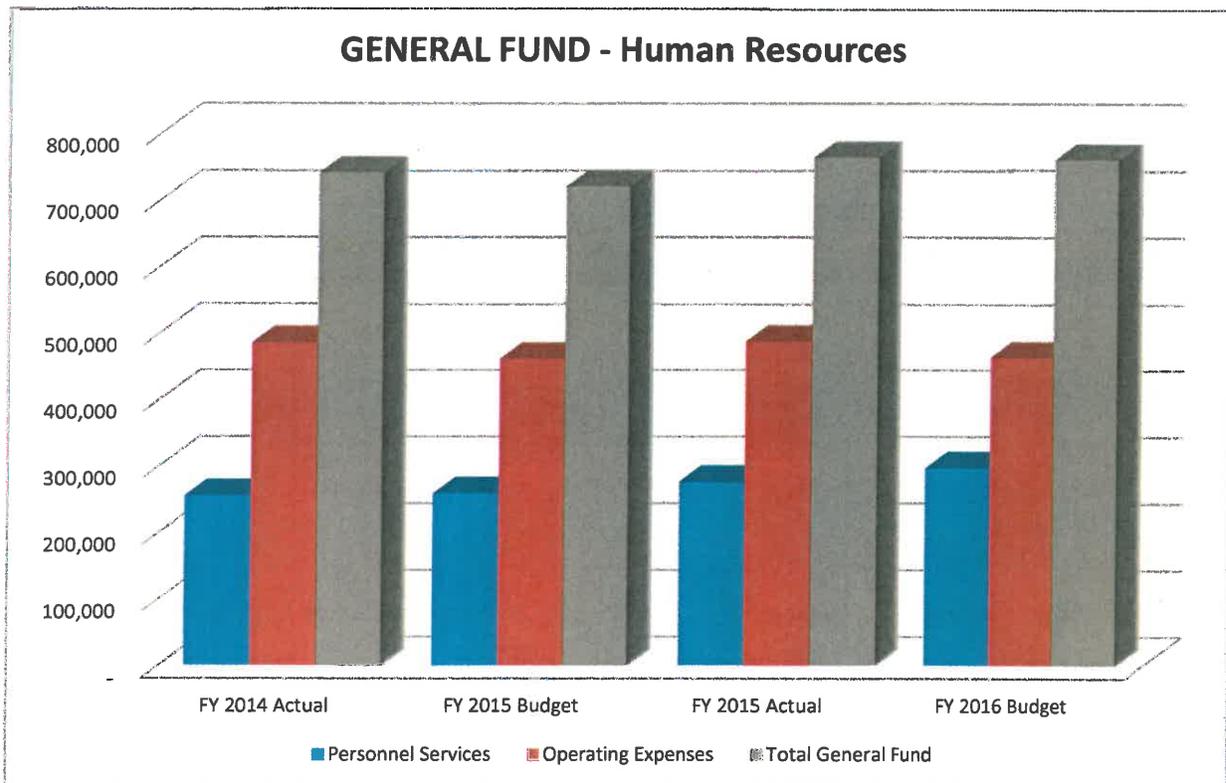
	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
<b>Emergency Services</b>					
General Fund	2.95	2.75	2.33	2.05	-12.02%
<b>Emergency Services Total</b>	<b>2.95</b>	<b>2.75</b>	<b>2.33</b>	<b>2.05</b>	<b>-12.02%</b>

## Human Resources Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	740,459	720,093	763,722	760,526	5.61%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>740,459</b>	<b>720,093</b>	<b>763,722</b>	<b>760,526</b>	<b>5.61%</b>
<b>Uses</b>					
Personnel Services	255,159	259,193	276,422	297,426	14.75%
Operating Expenses	485,300	460,900	487,300	463,100	0.48%
<b>Total Uses</b>	<b>740,459</b>	<b>720,093</b>	<b>763,722</b>	<b>760,526</b>	<b>5.61%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
<b>Human Resources</b>					
General Fund	4.50	4.50	4.50	4.50	0.00%
<b>Human Resources Total</b>	<b>4.50</b>	<b>4.50</b>	<b>4.50</b>	<b>4.50</b>	<b>0.00%</b>

# Community Development Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	1,037,698	1,074,170	957,833	1,071,540	-0.24%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>1,037,698</b>	<b>1,074,170</b>	<b>957,833</b>	<b>1,071,540</b>	<b>-0.24%</b>

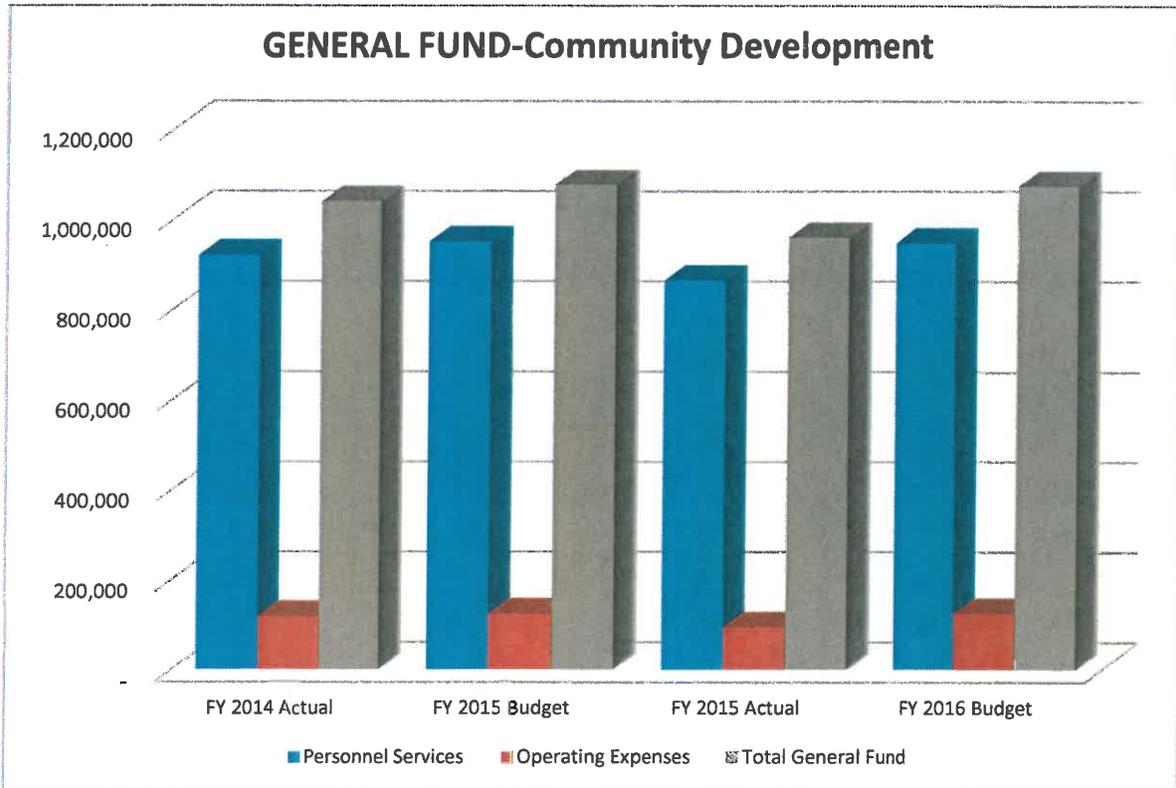
  

Uses	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	918,955	949,570	863,359	946,375	-0.34%
Operating Expenses	118,743	124,600	94,474	125,165	0.45%
<b>Total Uses</b>	<b>1,037,698</b>	<b>1,074,170</b>	<b>957,833</b>	<b>1,071,540</b>	<b>-0.24%</b>

Fund Balance as of 6/30	2014 Actual	2015 Adopted Budget	2015 Actual	2016 Adopted Budget
	-	-	-	-

## General Fund Expenditures



## Department Full Time Equivalent (FTE) Overview

### Full Time Equivalent (FTE) Employees by Funding Source

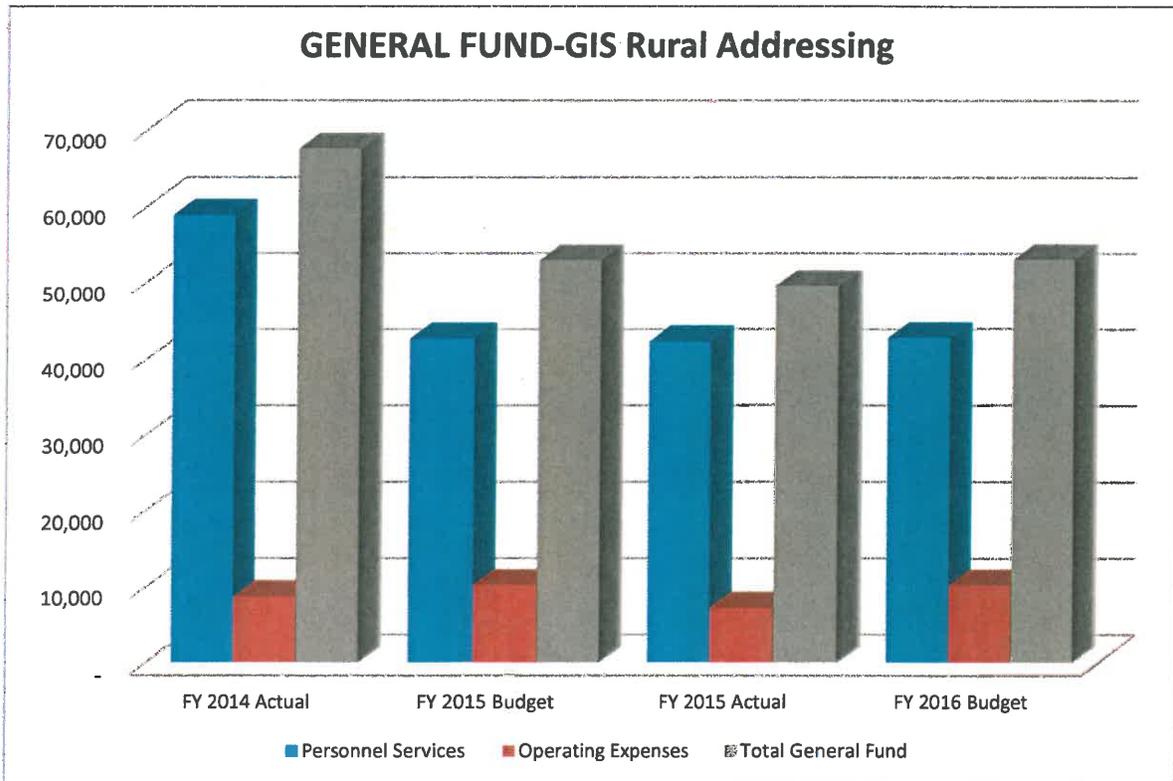
Community Development	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	17.00	16.00	15.00	15.00	0.00%
<b>Community Development Total</b>	<b>17.00</b>	<b>16.00</b>	<b>15.00</b>	<b>15.00</b>	<b>0.00%</b>

## GIS-Rural Addressing Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	67,406	30,245	49,352	52,850	74.74%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>67,406</b>	<b>30,245</b>	<b>49,352</b>	<b>52,850</b>	<b>74.74%</b>
<b>Uses</b>					
Personnel Services	58,726	42,514	42,138	42,638	0.29%
Operating Expenses	8,680	10,212	7,214	10,212	0.00%
<b>Total Uses</b>	<b>67,406</b>	<b>52,726</b>	<b>49,352</b>	<b>52,850</b>	<b>0.24%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>(22,481)</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

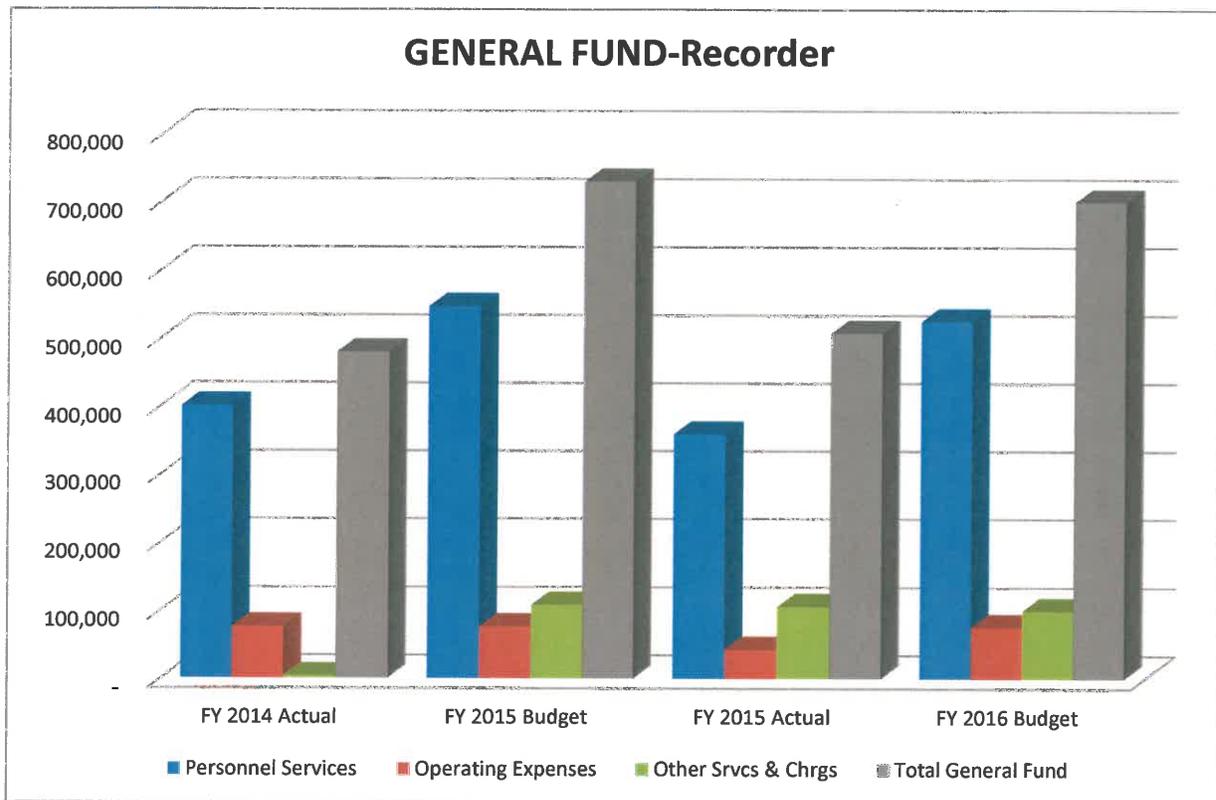
GIS-Rural Addressing	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	2.00	2.00	1.00	1.00	0.00%
<b>GIS-Rural Addressing Total</b>	<b>2.00</b>	<b>2.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00%</b>

## Recorder Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	479,355	707,939	507,382	700,975	-0.98%
Special Revenue	135,628	60,065	87,664	60,065	0.00%
Balance Forward	176,704	265,513	265,513	268,194	1.01%
<b>Total Sources</b>	<b>791,687</b>	<b>1,033,517</b>	<b>860,559</b>	<b>1,029,234</b>	<b>-0.41%</b>
<u>Uses</u>					
Personnel Services	400,318	546,574	358,904	525,225	-3.91%
Operating Expenses	122,615	378,943	76,010	404,009	6.61%
Other Services & Charges	3,241	108,000	105,779	100,000	-7.41%
<b>Total Uses</b>	<b>526,174</b>	<b>1,033,517</b>	<b>540,693</b>	<b>1,029,234</b>	<b>-0.41%</b>
<b>Fund Balance as of 6/30</b>	<b>265,513</b>	<b>-</b>	<b>319,866</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

<u>Recorder</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	12.00	12.00	12.00	11.00	-8.33%
<b>Recorder Total</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>11.00</b>	<b>-8.33%</b>

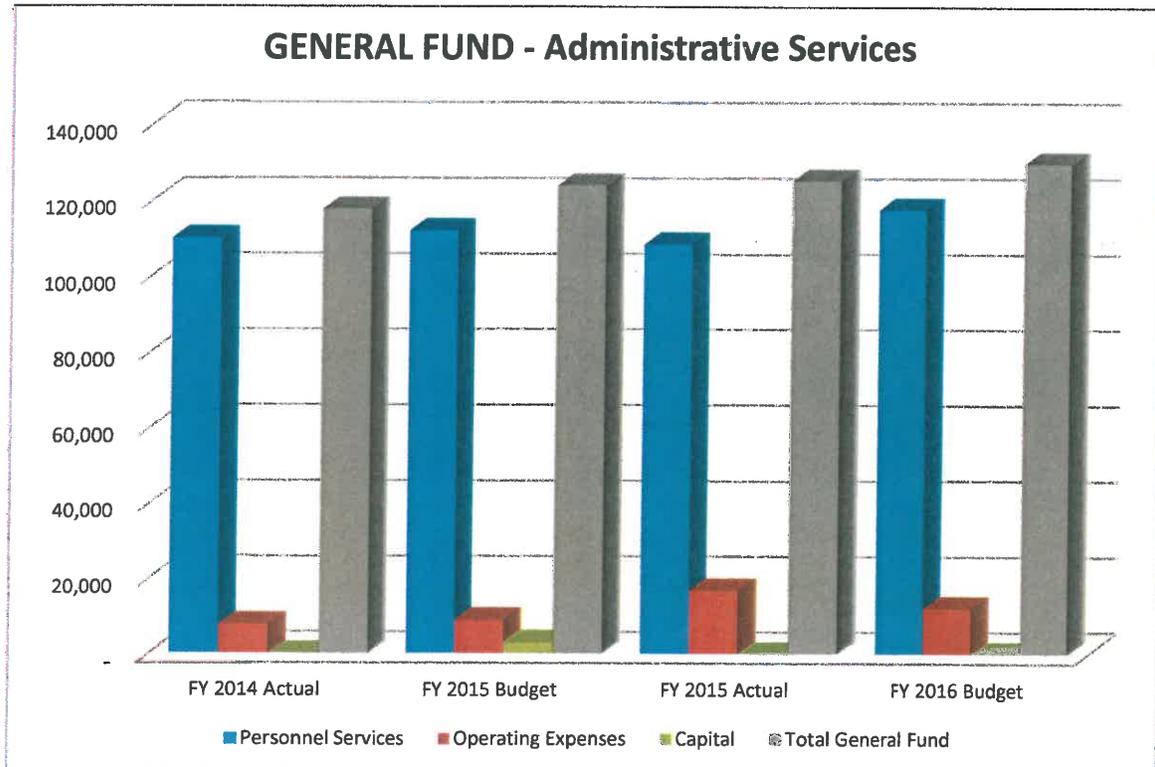


## Administrative Services Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	117,564	123,762	125,110	129,691	4.79%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>117,564</b>	<b>123,762</b>	<b>125,110</b>	<b>129,691</b>	<b>4.79%</b>
<b>Uses</b>					
Personnel Services	109,879	111,859	108,327	117,588	5.12%
Operating Expenses	7,685	8,903	16,783	12,103	35.94%
Capital	-	3,000	-	-	-100.00%
<b>Total Uses</b>	<b>117,564</b>	<b>123,762</b>	<b>125,110</b>	<b>129,691</b>	<b>4.79%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

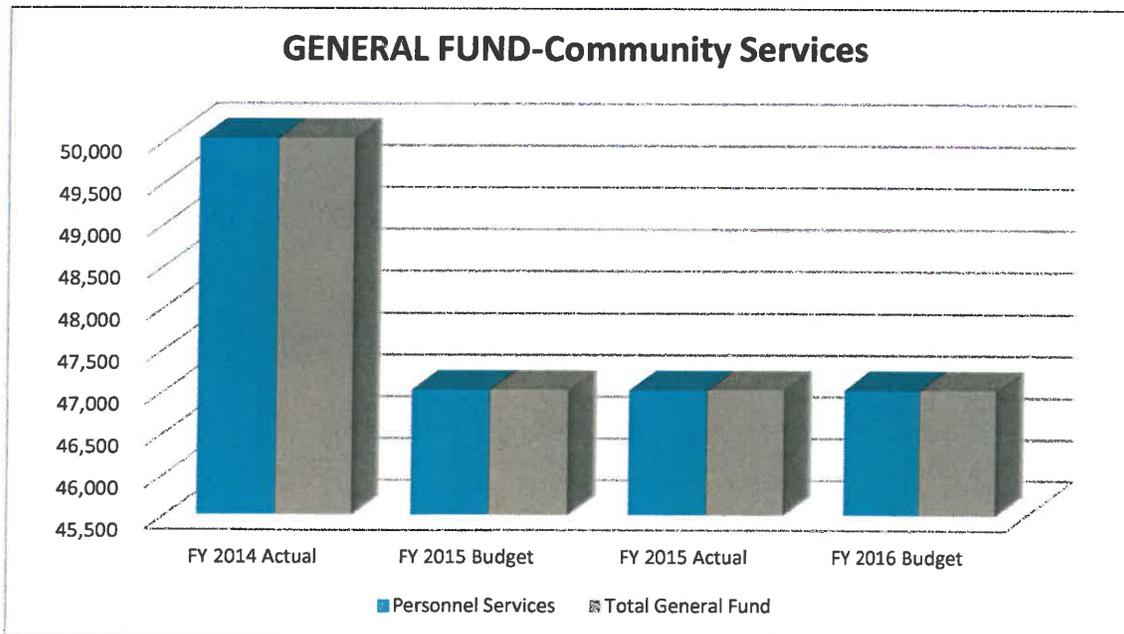
<u>Administrative Services</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	3.00	3.00	3.00	3.00	0.00%
<b>Administrative Services Total</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>0.00%</b>

## Community Services Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	50,000	47,000	47,000	47,000	0.00%
Special Revenue	4,669,561	4,894,162	4,001,336	1,328,002	-72.87%
Balance Forward	-	-	485,162	609,353	
<b>Total Sources</b>	<b>4,719,561</b>	<b>4,941,162</b>	<b>4,533,498</b>	<b>1,984,355</b>	<b>-59.84%</b>
<u>Uses</u>					
Personnel Services	1,276,895	1,317,166	1,272,911	1,000,953	-24.01%
Operating Expenses	3,442,666	3,138,834	2,324,047	953,402	-69.63%
Capital	-	-	-	30,000	
Miscellaneous	-	-	-	-	
<b>Total Uses</b>	<b>4,719,561</b>	<b>4,456,000</b>	<b>3,596,958</b>	<b>1,984,355</b>	<b>-55.47%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>485,162</b>	<b>936,540</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

<u>Community Services</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
Housing	4.84	4.69	4.96	2.70	-45.56%
CAP	4.71	3.88	4.09	4.94	20.78%
Housing Rehab	-	-	-	2.94	0.00%
GEST	12.38	10.06	9.37	10.30	9.93%
WIA	12.45	12.25	9.47	-	-100.00%
<b>Community Services Total</b>	<b>4.84</b>	<b>4.69</b>	<b>4.96</b>	<b>2.70</b>	<b>-45.56%</b>

## General Administration Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

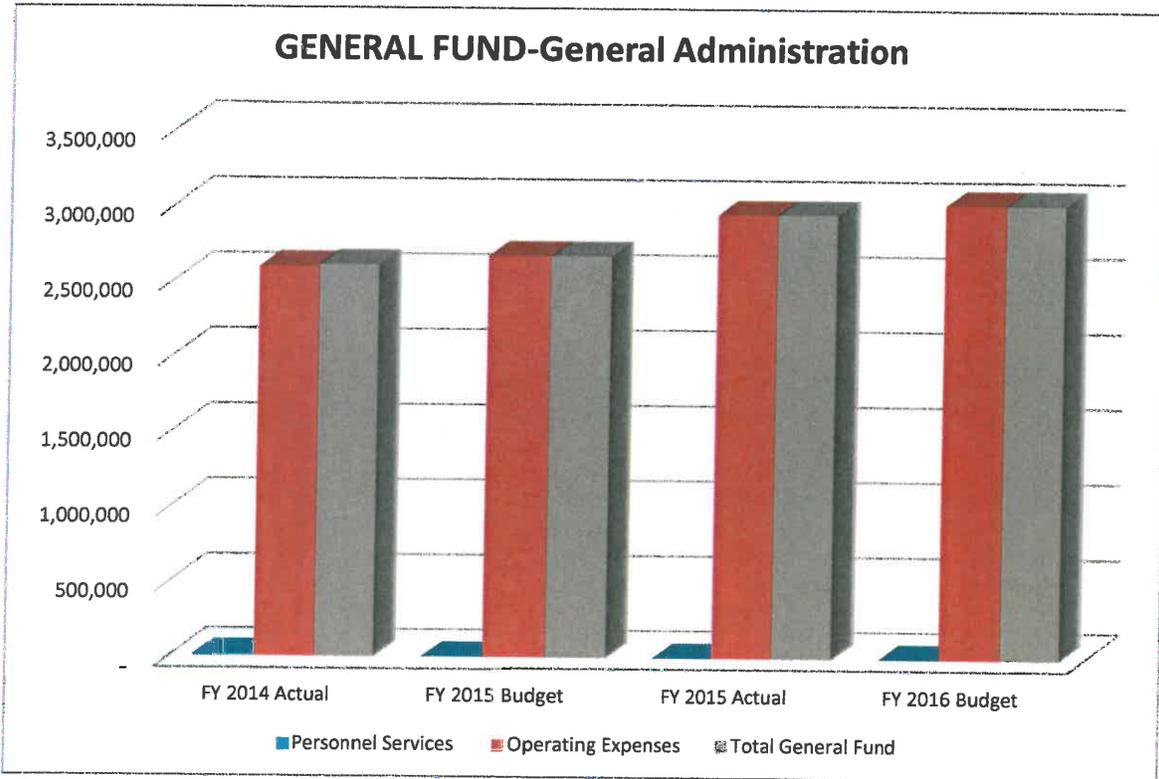
Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	2,604,980	2,667,706	2,950,863	3,023,116	13.32%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>2,604,980</b>	<b>2,667,706</b>	<b>2,950,863</b>	<b>3,023,116</b>	<b>13.32%</b>

Uses	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	11,520	-	-	-	
Operating Expenses	2,593,460	2,667,706	2,950,863	3,023,116	13.32%
<b>Total Uses</b>	<b>2,604,980</b>	<b>2,667,706</b>	<b>2,950,863</b>	<b>3,023,116</b>	<b>13.32%</b>

Fund Balance as of 6/30

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

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

General Administration	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	-	-	-	-	0.00%
<b>General Administration Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>

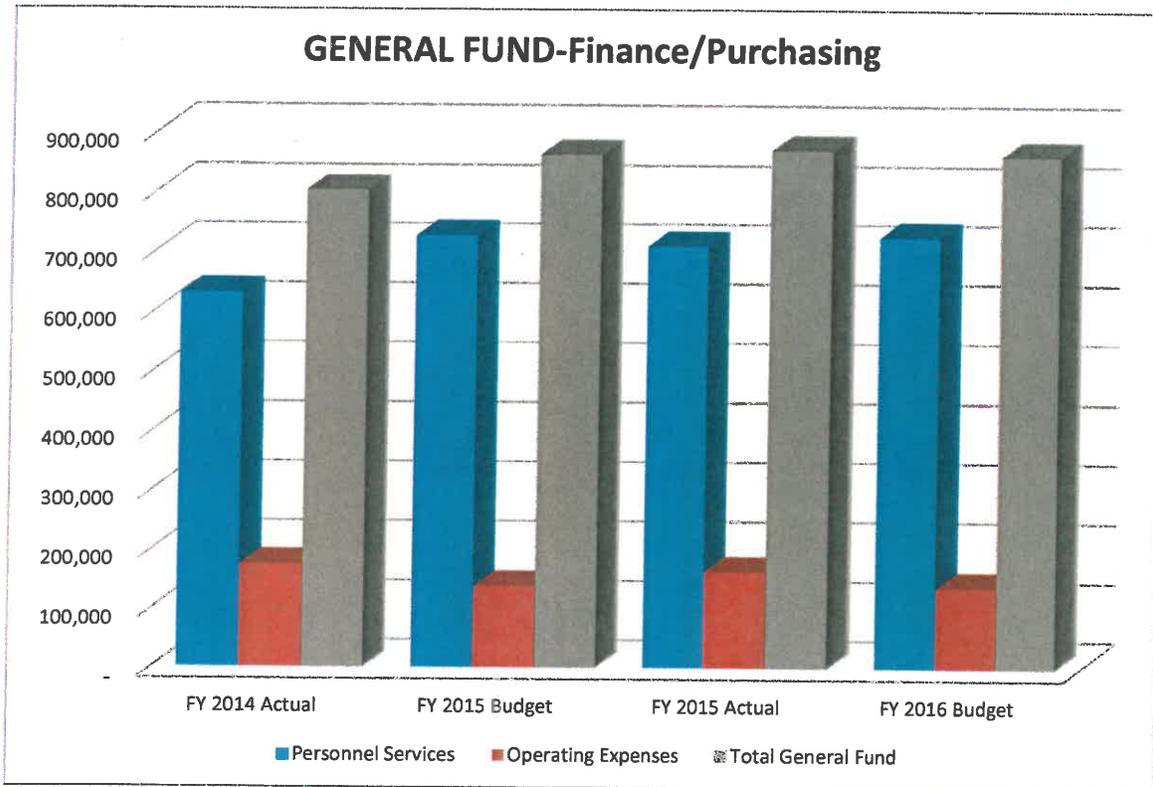
## Finance/Purchasing Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	802,026	862,394	870,422	861,634	-0.09%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>802,026</b>	<b>862,394</b>	<b>870,422</b>	<b>861,634</b>	<b>-0.09%</b>

<u>Uses</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	629,178	726,194	708,827	725,434	-0.10%
Operating Expenses	172,848	136,200	161,595	136,200	0.00%
<b>Total Uses</b>	<b>802,026</b>	<b>862,394</b>	<b>870,422</b>	<b>861,634</b>	<b>-0.09%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
<b>Finance/Purchasing</b>					
General Fund	12.50	13.00	13.00	12.00	-7.69%
<b>Finance/Purchasing Total</b>	<b>12.50</b>	<b>13.00</b>	<b>13.00</b>	<b>12.00</b>	<b>-7.69%</b>

## Treasurer Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	461,714	451,652	428,519	458,799	1.58%
Special Revenue	7,250	7,000	6,372	7,000	0.00%
Balance Forward	18,683	19,147	19,147	4,147	-78.34%
<b>Total Sources</b>	<b>487,647</b>	<b>477,799</b>	<b>454,038</b>	<b>469,946</b>	<b>-1.64%</b>

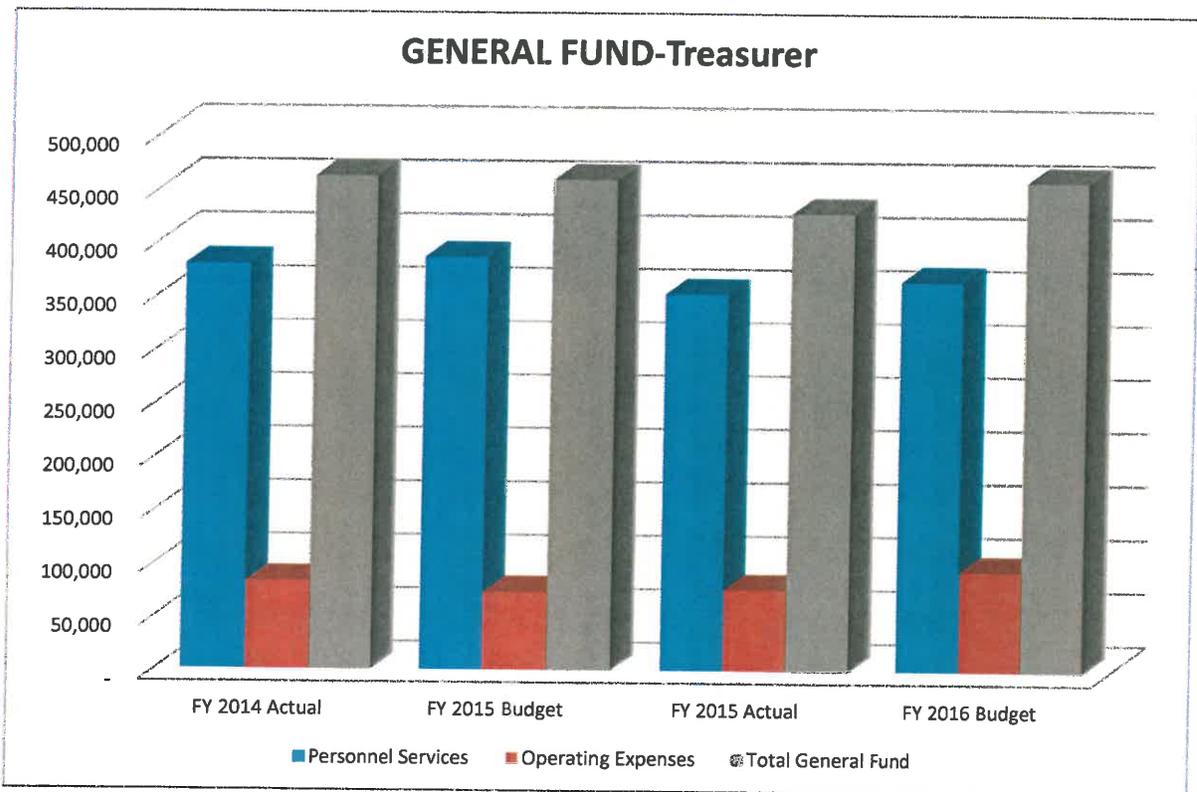
  

<u>Uses</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	379,069	386,013	352,633	364,999	-5.44%
Operating Expenses	89,431	91,786	96,973	104,947	14.34%
<b>Total Uses</b>	<b>468,500</b>	<b>477,799</b>	<b>449,606</b>	<b>469,946</b>	<b>-1.64%</b>

Fund Balance as of 6/30	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted
	19,147	-	4,432	-

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

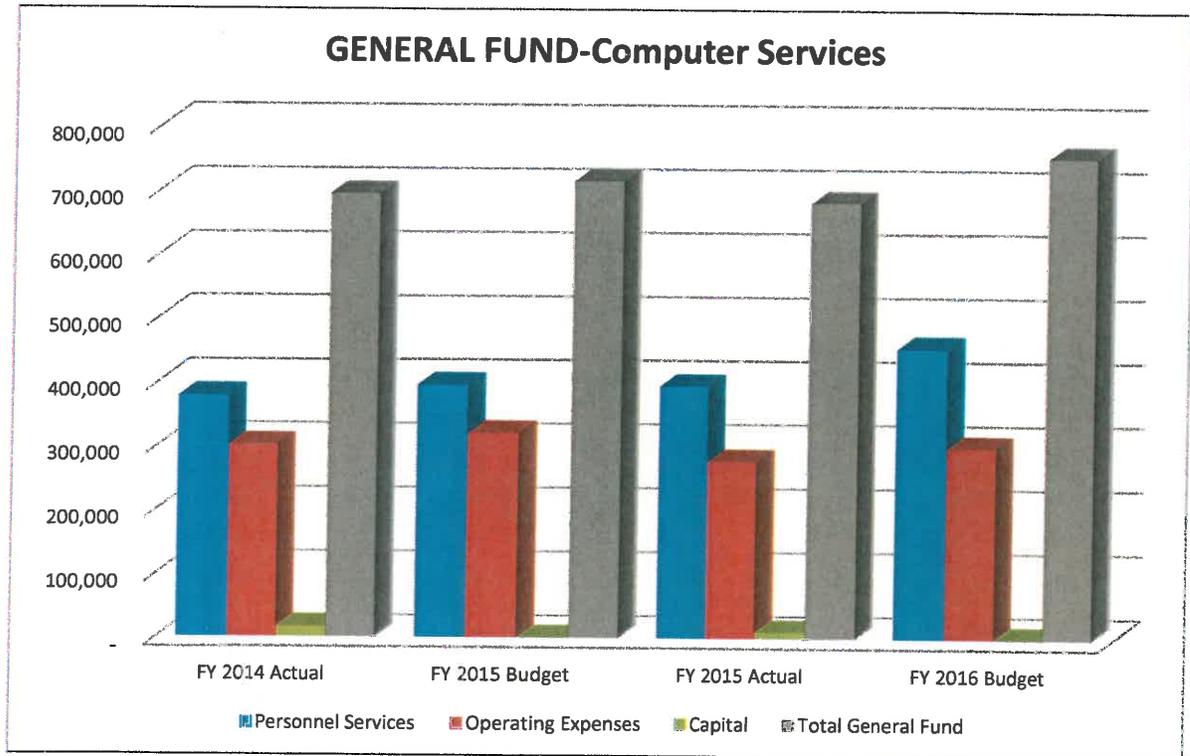
Treasurer	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	7.00	7.00	7.00	6.00	-14.29%
<b>Treasurer Total</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>6.00</b>	<b>-14.29%</b>

## Computer Services Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	695,052	715,572	682,405	744,977	4.11%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>695,052</b>	<b>715,572</b>	<b>682,405</b>	<b>744,977</b>	<b>4.11%</b>
<b>Uses</b>					
Personnel Services	377,807	395,372	394,974	445,118	12.58%
Operating Expenses	301,065	320,200	277,243	299,859	-6.35%
Capital	16,180	-	10,188	-	
<b>Total Uses</b>	<b>695,052</b>	<b>715,572</b>	<b>682,405</b>	<b>744,977</b>	<b>4.11%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

<u>Computer Services</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	5.59	6.09	6.09	6.59	8.21%
<b>Computer Services Total</b>	<b>5.59</b>	<b>6.09</b>	<b>6.09</b>	<b>6.59</b>	<b>8.21%</b>

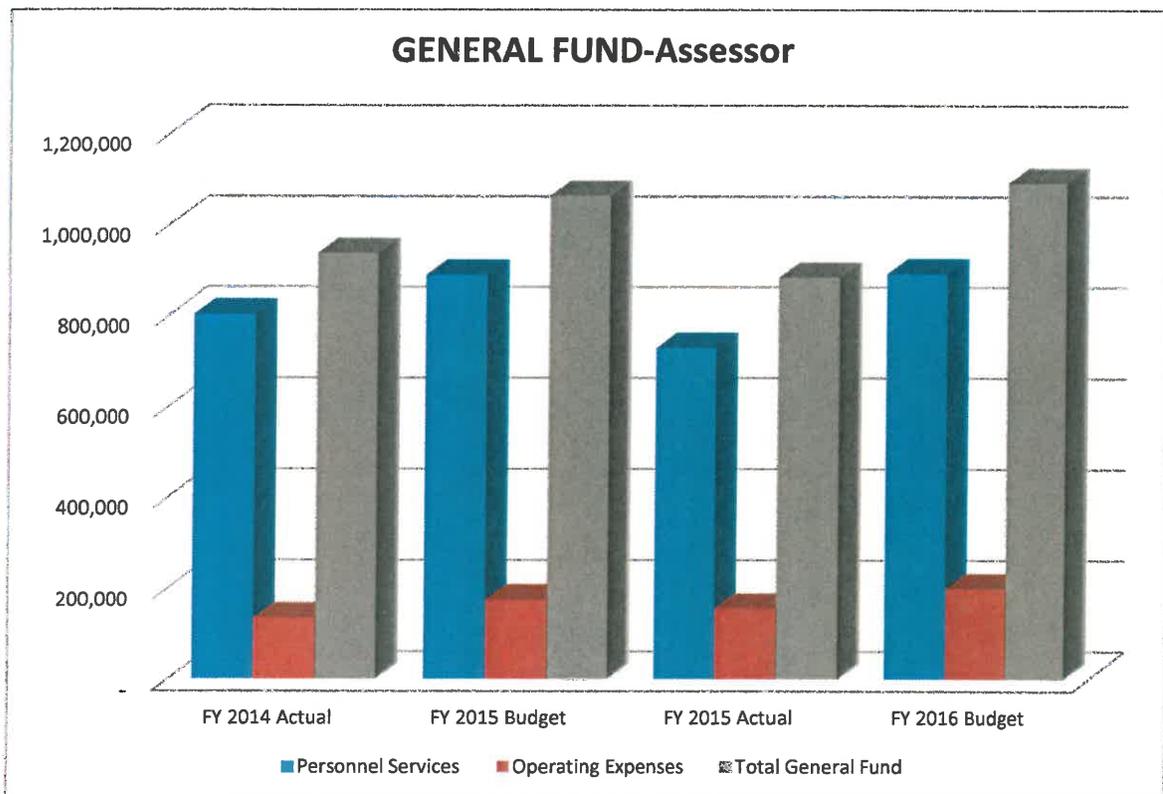
## Assessor Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	934,164	1,060,955	881,187	1,088,921	2.64%
Special Revenue	-	-	-	-	
Balance Forward	233,517	168,000	168,000	148,478	-11.62%
<b>Total Sources</b>	<b>1,167,681</b>	<b>1,228,955</b>	<b>1,049,187</b>	<b>1,237,399</b>	<b>0.69%</b>

Uses	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	800,700	886,961	726,655	890,335	0.38%
Operating Expenses	198,981	341,994	185,354	347,064	1.48%
<b>Total Uses</b>	<b>999,681</b>	<b>1,228,955</b>	<b>912,009</b>	<b>1,237,399</b>	<b>0.69%</b>
<b>Fund Balance as of 6/30</b>	<b>168,000</b>	<b>-</b>	<b>137,178</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

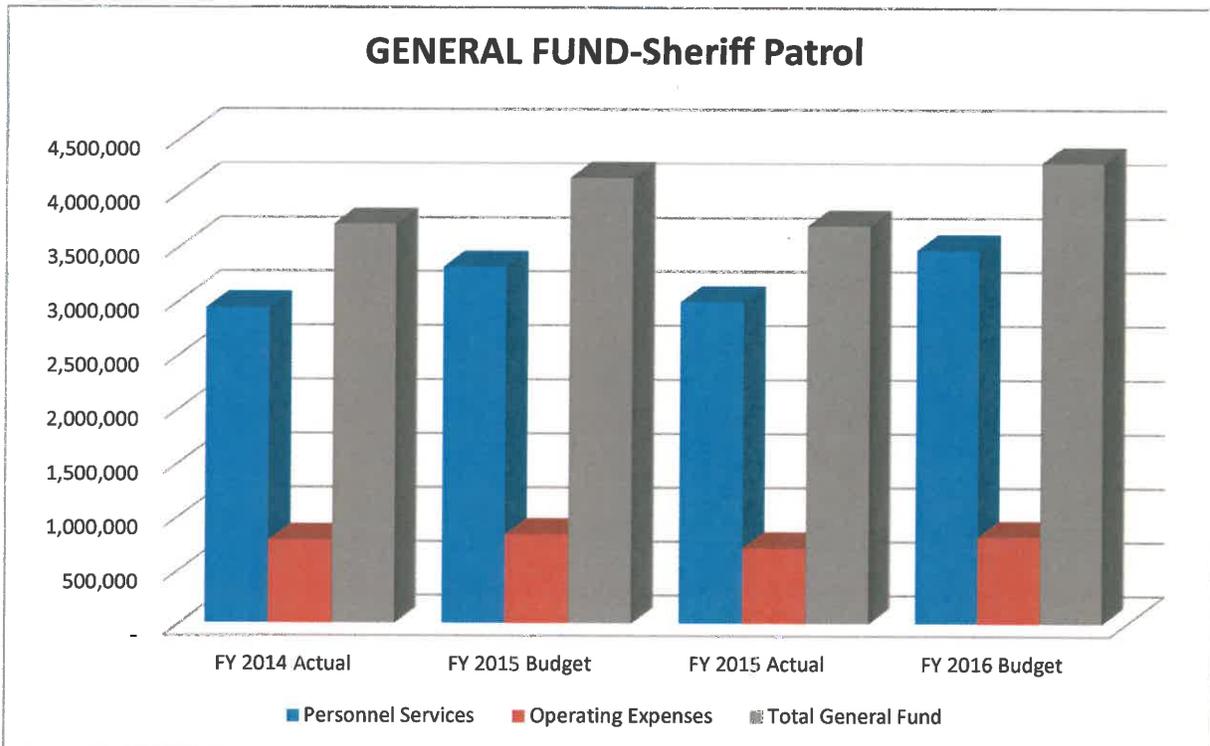
Assessor	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	17.00	17.00	17.00	17.00	0.00%
<b>Assessor Total</b>	<b>17.00</b>	<b>17.00</b>	<b>17.00</b>	<b>17.00</b>	<b>0.00%</b>

## Sheriff Patrol Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change from 2015 to 2016
General Revenue	3,697,064	4,215,948	3,866,061	4,365,101	3.54%
Special Revenue	925,178	734,935	689,198	678,629	-7.66%
Balance Forward	296,039	356,262	356,262	380,532	6.81%
<b>Total Sources</b>	<b>4,918,281</b>	<b>5,307,145</b>	<b>4,911,521</b>	<b>5,424,262</b>	<b>2.21%</b>
<b>Uses</b>					
Personnel Services	3,535,474	3,870,182	3,935,400	4,062,750	4.98%
Operating Expenses	1,050,046	1,353,672	1,011,326	1,335,600	-1.34%
Capital	(23,501)	83,291		25,912	-68.89%
<b>Total Uses</b>	<b>4,562,019</b>	<b>5,307,145</b>	<b>4,946,726</b>	<b>5,424,262</b>	<b>2.21%</b>
<b>Fund Balance as of 6/30</b>	<b>356,262</b>	<b>-</b>	<b>(35,205)</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

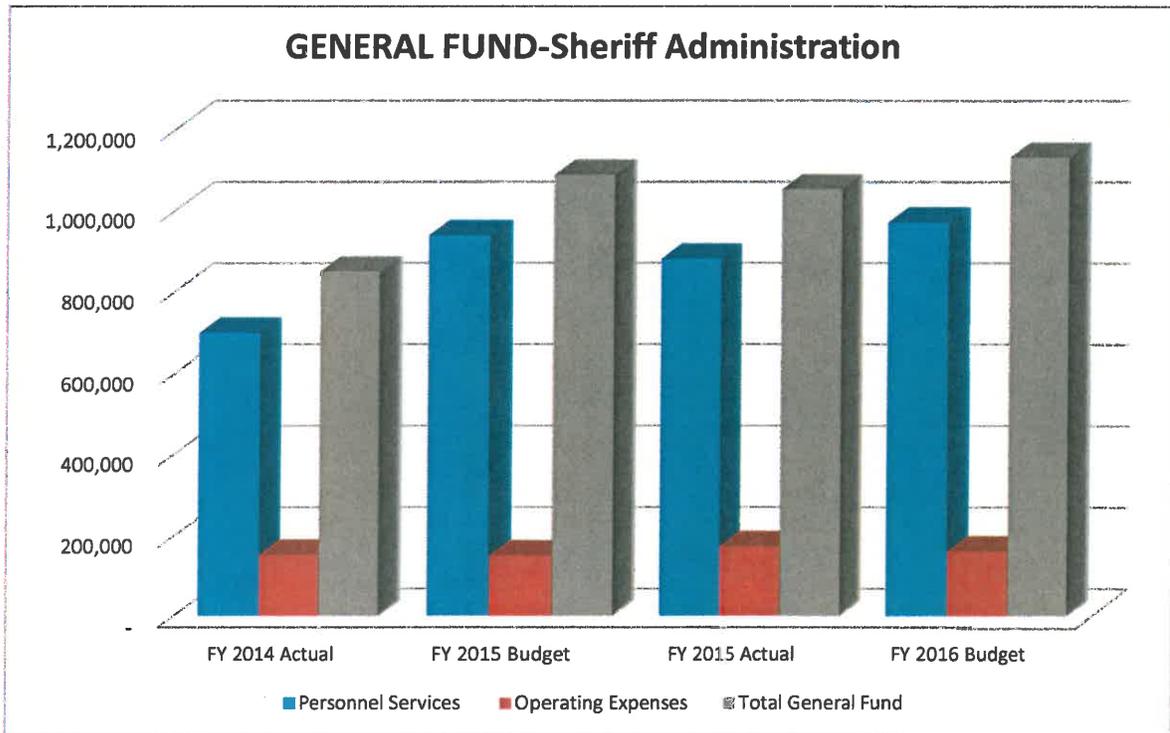
Sheriff Patrol Operations	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	44.48	44.48	44.48	43.00	-3.33%
Drug Gang Violent Crime	5.00	4.00	4.00	4.00	0.00%
Commissary Fund	1.00	1.00	1.00	1.00	0.00%
BLESF Boating Program	3.00	2.00	2.00	2.00	0.00%
<b>Sheriff Patrol Operations Total</b>	<b>53.48</b>	<b>51.48</b>	<b>51.48</b>	<b>50.00</b>	<b>-2.87%</b>

## Sheriff Administration Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	846,367	1,083,075	1,049,034	1,127,125	4.07%
Special Revenue	11,841	5,000	19,951	5,000	0.00%
Balance Forward	18,207	27,928	27,928	33,325	19.32%
<b>Total Sources</b>	<b>876,415</b>	<b>1,116,003</b>	<b>1,096,913</b>	<b>1,165,450</b>	<b>4.43%</b>
<b>Uses</b>					
Personnel Services	696,100	935,208	877,991	968,150	3.52%
Operating Expenses	152,387	180,795	185,596	197,300	9.13%
<b>Total Uses</b>	<b>848,487</b>	<b>1,116,003</b>	<b>1,063,587</b>	<b>1,165,450</b>	<b>4.43%</b>
<b>Fund Balance as of 6/30</b>	<b>27,928</b>	<b>-</b>	<b>33,326</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

Sheriff Administration	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	15.21	15.71	15.94	15.46	-3.01%
<b>Sheriff Administration Total</b>	<b>15.21</b>	<b>15.71</b>	<b>15.94</b>	<b>15.46</b>	<b>-3.01%</b>

## Sheriff Detention Health Services Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	900,668	733,064	590,559	753,937	2.85%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>900,668</b>	<b>733,064</b>	<b>590,559</b>	<b>753,937</b>	<b>2.85%</b>

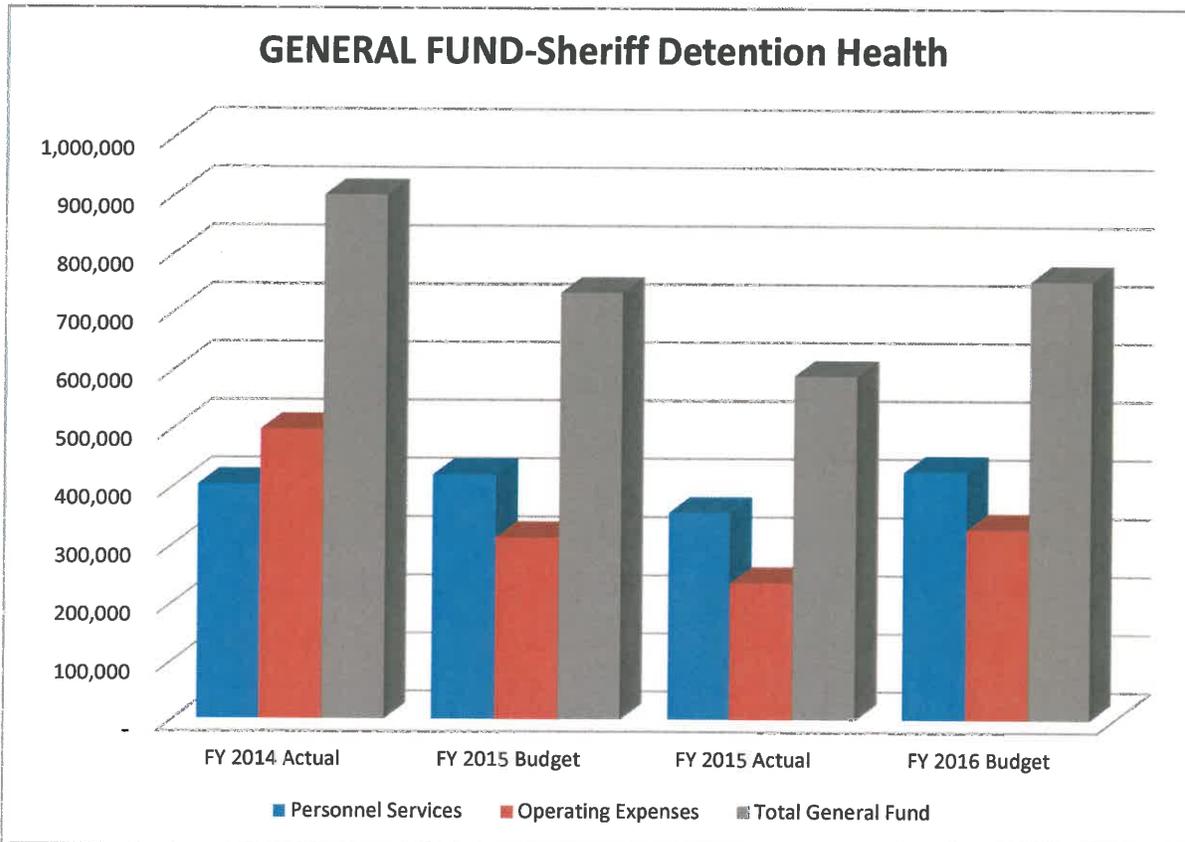
  

<u>Uses</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	402,876	420,764	355,148	426,577	1.38%
Operating Expenses	497,792	312,300	235,411	327,360	4.82%
<b>Total Uses</b>	<b>900,668</b>	<b>733,064</b>	<b>590,559</b>	<b>753,937</b>	<b>2.85%</b>

Fund Balance as of 6/30	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted
	-	-	-	-

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

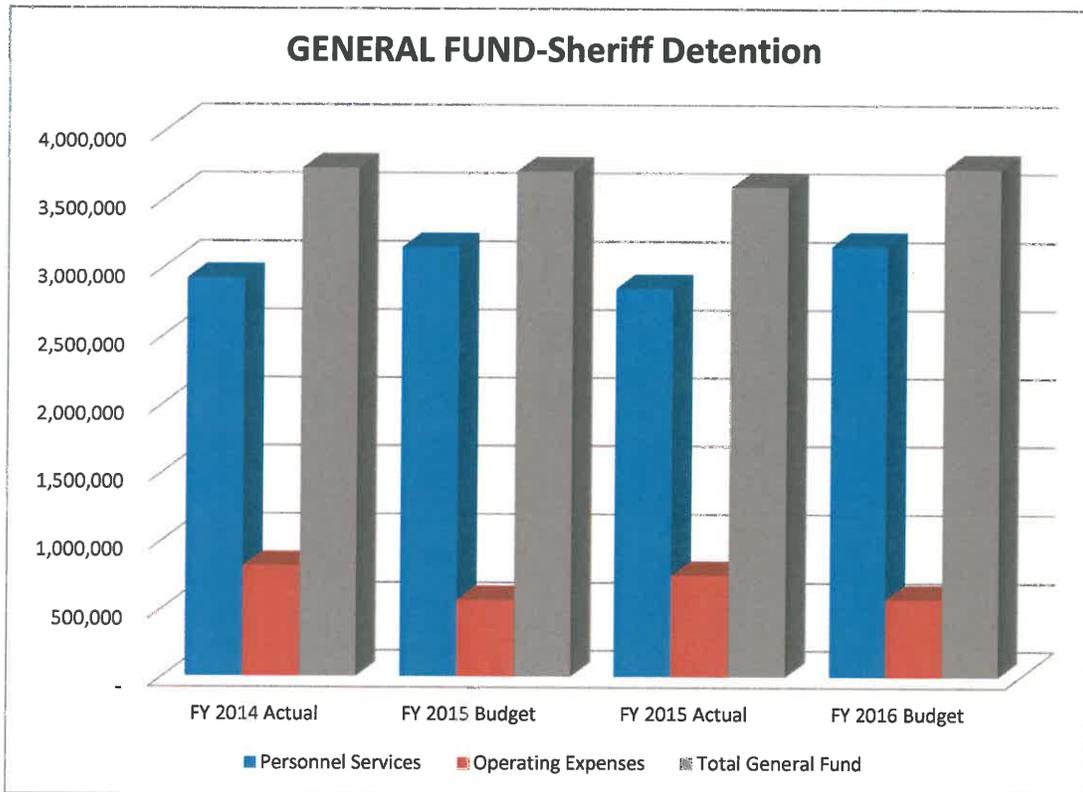
<u>Sheriff Detention Health</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	5.25	6.48	6.48	6.48	0.00%
<b>Sheriff Detention Health Total</b>	<b>5.25</b>	<b>6.48</b>	<b>6.48</b>	<b>6.48</b>	<b>0.00%</b>

## Sheriff Detention Services Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	3,722,788	3,700,950	3,585,785	3,722,435	0.58%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>3,722,788</b>	<b>3,700,950</b>	<b>3,585,785</b>	<b>3,722,435</b>	<b>0.58%</b>
<b>Uses</b>					
Personnel Services	2,915,937	3,142,565	2,843,744	3,154,235	0.37%
Operating Expenses	806,851	558,385	742,041	568,200	1.76%
<b>Total Uses</b>	<b>3,722,788</b>	<b>3,700,950</b>	<b>3,585,785</b>	<b>3,722,435</b>	<b>0.58%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

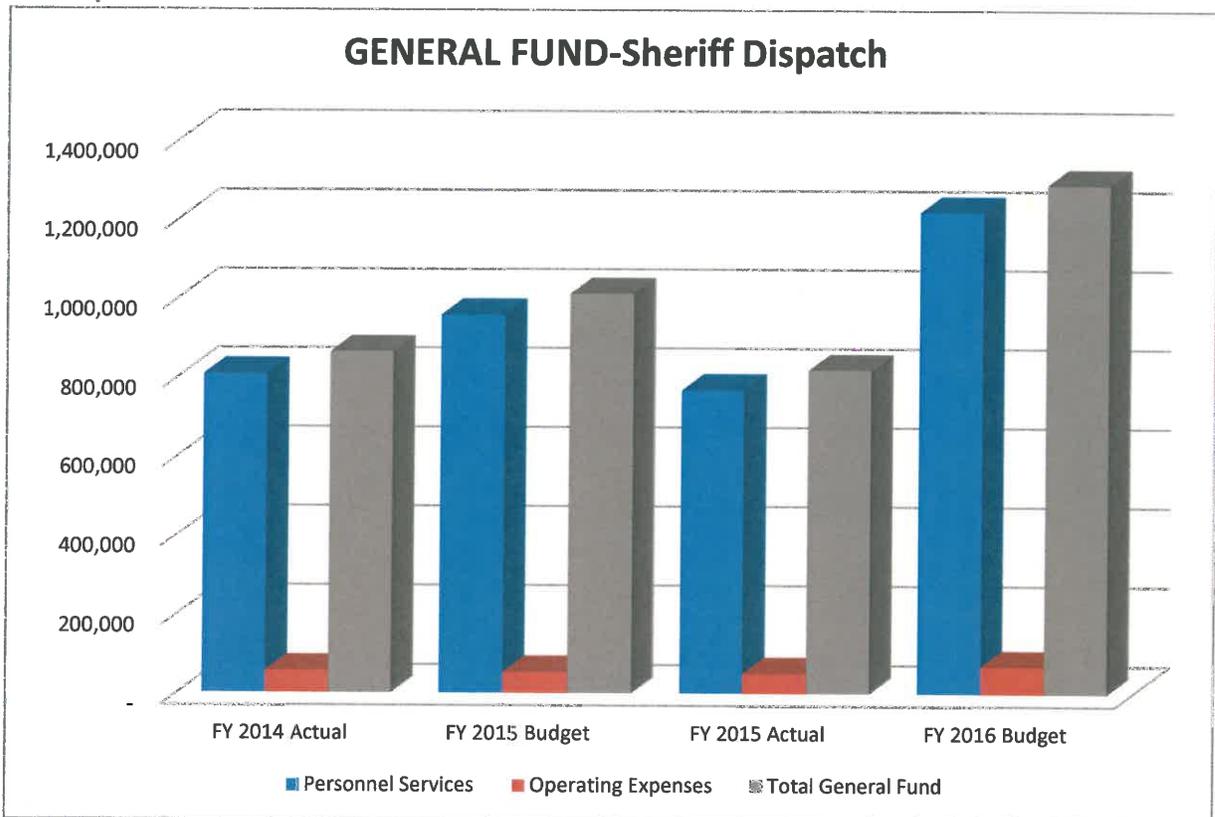
Sheriff Detention Srv	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	66.21	64.44	64.44	61.96	-3.85%
<b>Sheriff Detention Srv Total</b>	<b>66.21</b>	<b>64.44</b>	<b>64.44</b>	<b>61.96</b>	<b>-3.85%</b>

## Sheriff Dispatch Services Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	862,176	1,009,786	817,494	1,191,967	18.04%
Special Revenue	-	-	12,956	25,912	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>862,176</b>	<b>1,009,786</b>	<b>830,450</b>	<b>1,217,879</b>	<b>20.61%</b>
<u>Uses</u>					
Personnel Services	805,804	956,702	766,607	1,218,330	27.35%
Operating Expenses	56,372	53,084	50,887	69,179	30.32%
Capital	-	-	12,956	25,912	
<b>Total Uses</b>	<b>862,176</b>	<b>1,009,786</b>	<b>830,450</b>	<b>1,313,421</b>	<b>30.07%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(95,542)</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

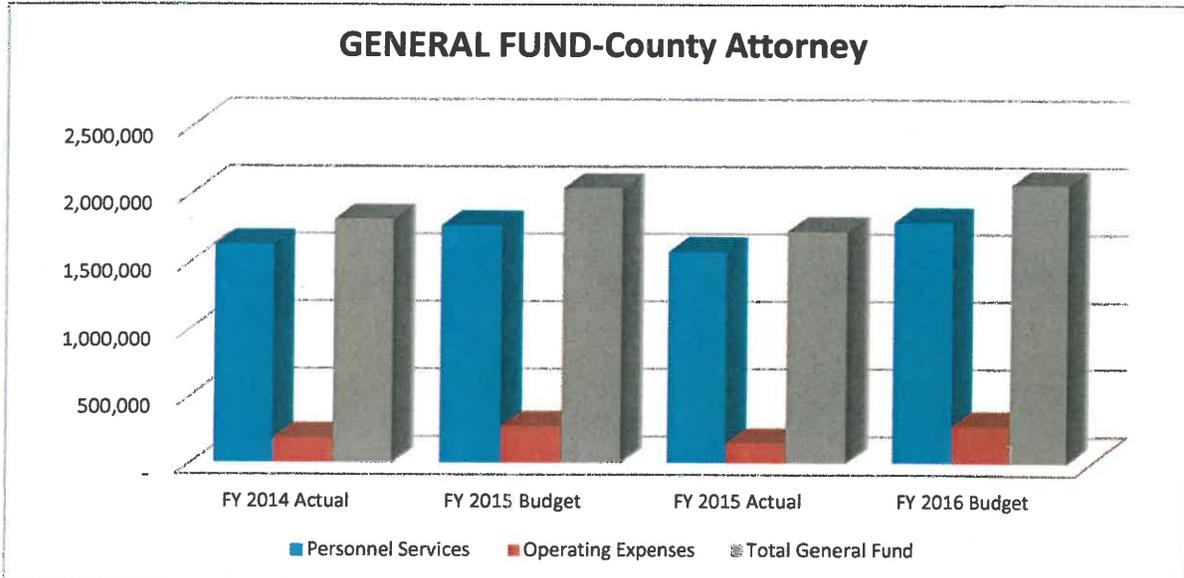
<u>Sheriff Dispatch Services</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	21.48	21.00	21.00	25.00	19.05%
<b>Sheriff Dispatch Srvc Total</b>	<b>21.48</b>	<b>21.00</b>	<b>21.00</b>	<b>25.00</b>	<b>19.05%</b>

## County Attorney Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	1,803,674	1,949,477	1,716,426	2,090,072	7.21%
Special Revenue	526,369	517,186	391,808	472,552	-8.63%
Balance Forward	2,089,127	1,850,705	1,850,705	1,582,590	-14.49%
<b>Total Sources</b>	<b>4,419,170</b>	<b>4,317,368</b>	<b>3,958,939</b>	<b>4,145,214</b>	<b>-3.99%</b>
<b>Uses</b>					
Personnel Services	2,183,657	2,742,191	2,215,201	2,651,083	-3.32%
Operating Expenses	384,808	1,575,177	212,721	1,494,131	-5.15%
<b>Total Uses</b>	<b>2,568,465</b>	<b>4,317,368</b>	<b>2,427,922</b>	<b>4,145,214</b>	<b>-3.99%</b>
<b>Fund Balance as of 6/30</b>	<b>1,850,705</b>	<b>-</b>	<b>1,531,017</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

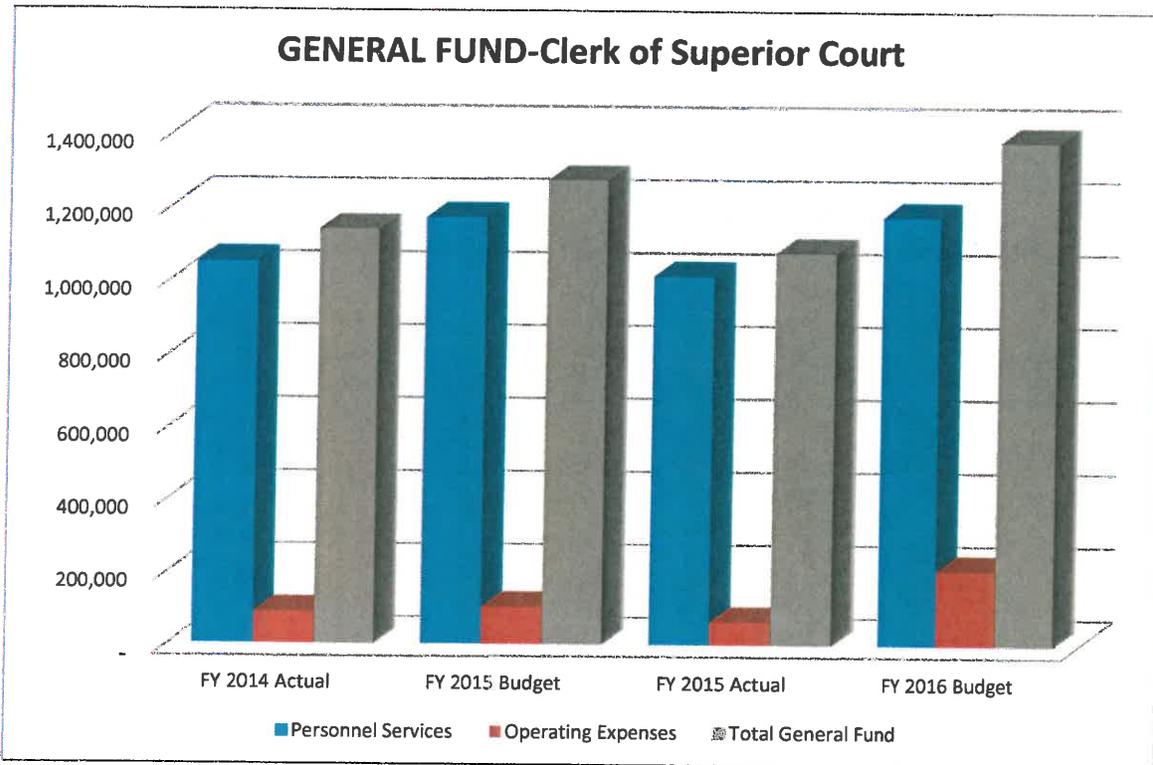
County Attorney	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	27.56	24.60	24.60	23.60	-4.07%
Justice Enhancement	5.00	4.00	4.00	3.00	-25.00%
Diversion Program	6.98	6.98	6.98	6.00	-14.04%
Cost of Prosec Reimb	3.00	3.00	3.00	3.00	0.00%
Deferred Prosec Prog	1.00	1.00	1.00	1.00	0.00%
A G Victim Rights	0.90	0.90	0.90	0.90	0.00%
Drug Prosec Recovery Act	1.00	1.00	1.00	1.00	0.00%
Crime Victim Assistance	0.50	0.50	0.50	0.50	0.00%
<b>County Attorney Total</b>	<b>45.94</b>	<b>41.98</b>	<b>41.98</b>	<b>39.00</b>	<b>-7.10%</b>

## Clerk of the Superior Court Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	1,135,060	1,273,150	1,073,330	1,379,672	8.37%
Special Revenue	46,732	46,336	27,755	36,103	-22.08%
Balance Forward	267,920	245,043	245,043	238,437	-2.70%
<b>Total Sources</b>	<b>1,449,712</b>	<b>1,564,529</b>	<b>1,346,128</b>	<b>1,654,212</b>	<b>5.73%</b>
<u>Uses</u>					
Personnel Services	1,056,319	1,178,511	1,019,324	1,207,851	2.49%
Operating Expenses	148,350	376,018	198,865	446,361	18.71%
Capital	-	10,000	-	-	
<b>Total Uses</b>	<b>1,204,669</b>	<b>1,564,529</b>	<b>1,218,189</b>	<b>1,654,212</b>	<b>5.73%</b>
<b>Fund Balance as of 6/30</b>	<b>245,043</b>	<b>-</b>	<b>127,939</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

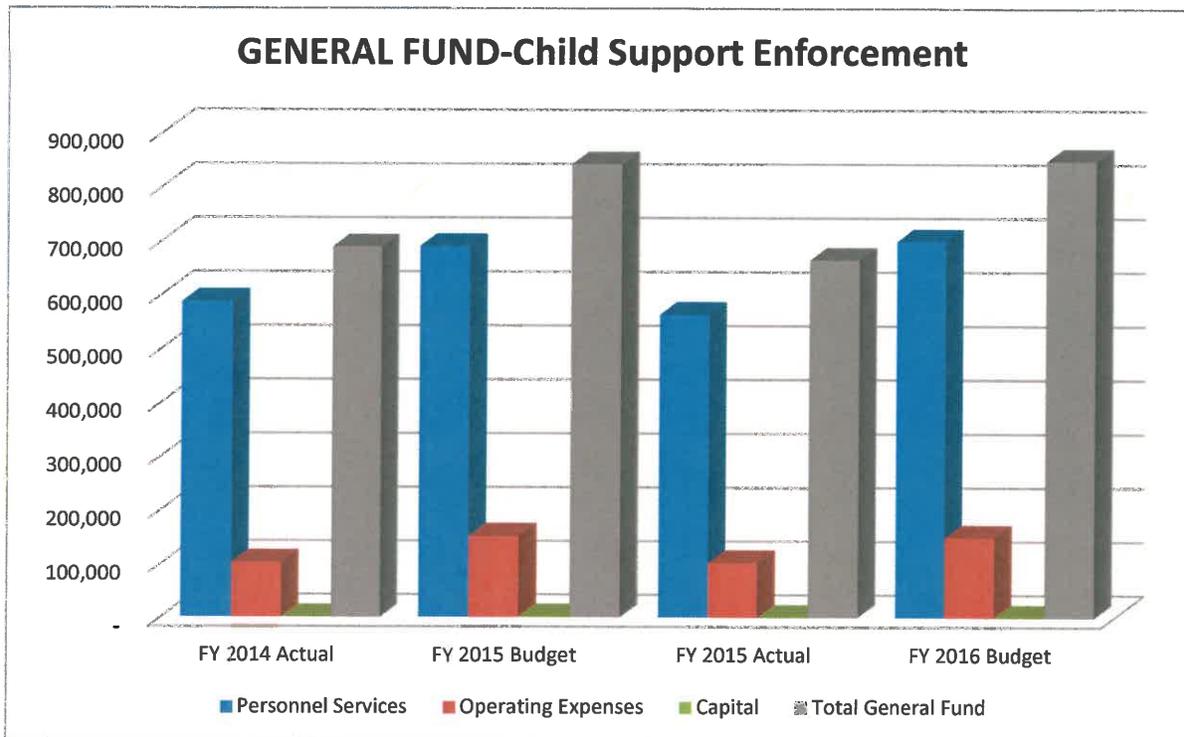
	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
<b>Clerk of the Superior Court</b>					
General Fund	23.40	23.40	23.40	22.40	-4.27%
<b>Clerk of the Superior Court Total</b>	<b>23.40</b>	<b>23.40</b>	<b>23.40</b>	<b>22.40</b>	<b>-4.27%</b>

## Child Support Enforcement Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	687,748	834,307	663,761	847,810	1.62%
Special Revenue	182,000	192,000	201,587	198,000	3.13%
Balance Forward	1,406,620	1,357,985	1,357,985	1,375,912	1.32%
<b>Total Sources</b>	<b>2,276,368</b>	<b>2,384,292</b>	<b>2,223,333</b>	<b>2,421,722</b>	<b>1.57%</b>
<b>Uses</b>					
Personnel Services	803,374	861,593	834,586	1,044,041	21.18%
Operating Expenses	115,009	1,521,499	118,032	1,377,681	-9.45%
Capital	-	1,200	-	-	-100.00%
<b>Total Uses</b>	<b>918,383</b>	<b>2,384,292</b>	<b>952,618</b>	<b>2,421,722</b>	<b>1.57%</b>
<b>Fund Balance as of 6/30</b>	<b>1,357,985</b>	<b>-</b>	<b>1,270,715</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

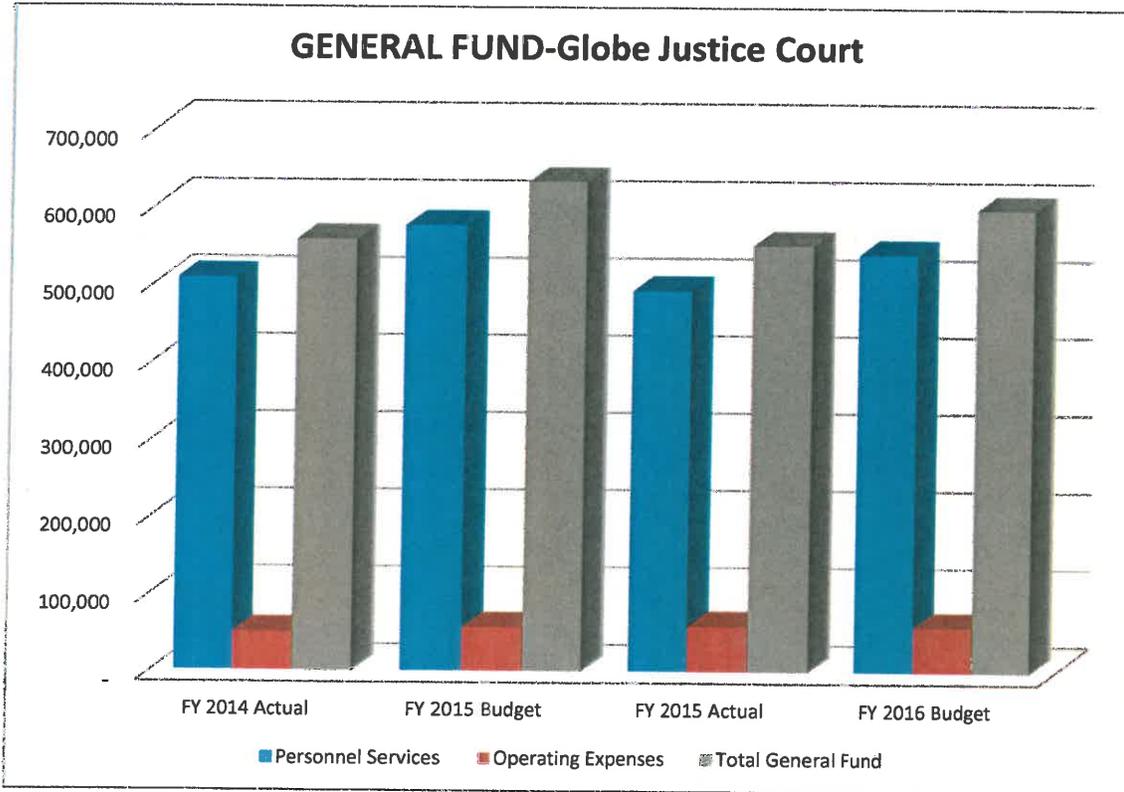
Child Support Enforcement	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	14.00	14.00	14.00	13.00	-7.14%
IV-D Incentive/SSRE	2.00	2.00	2.00	2.00	0.00%
Child Supp Other Reimb	1.00	1.00	1.00	1.00	0.00%
<b>Child Support Enforcement Total</b>	<b>14.00</b>	<b>14.00</b>	<b>14.00</b>	<b>13.00</b>	<b>-7.14%</b>

## Globe Justice Court Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	557,968	634,197	551,405	598,766	-5.59%
Special Revenue	10,233	12,000	8,522	10,000	-16.67%
Balance Forward	36,524	46,757	46,757	54,790	17.18%
<b>Total Sources</b>	<b>604,725</b>	<b>692,954</b>	<b>606,684</b>	<b>663,556</b>	<b>-4.24%</b>
<u>Uses</u>					
Personnel Services	508,109	576,372	492,586	540,566	-6.21%
Operating Expenses	49,859	116,582	58,819	122,990	5.50%
<b>Total Uses</b>	<b>557,968</b>	<b>692,954</b>	<b>551,405</b>	<b>663,556</b>	<b>-4.24%</b>
<b>Fund Balance as of 6/30</b>	<b>46,757</b>	<b>-</b>	<b>55,279</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

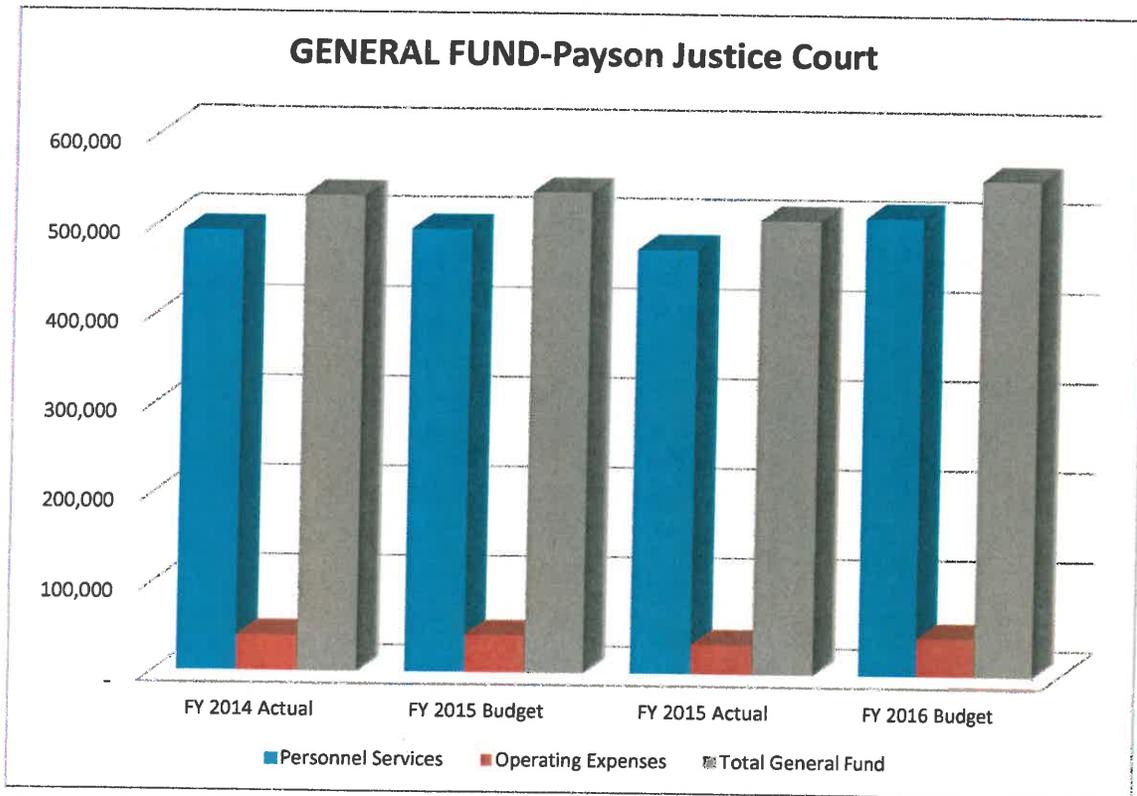
<b>Globe Justice Court</b>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	10.60	10.60	10.10	9.20	-8.91%
<b>Globe Justice Court Total</b>	<b>10.60</b>	<b>10.60</b>	<b>10.10</b>	<b>9.20</b>	<b>-8.91%</b>

## Payson Justice Court Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	531,060	533,397	506,512	553,105	3.69%
Special Revenue	14,000	8,000	7,248	8,000	0.00%
Balance Forward	149,710	149,849	149,849	140,510	-6.23%
<b>Total Sources</b>	<b>694,770</b>	<b>691,246</b>	<b>663,609</b>	<b>701,615</b>	<b>1.50%</b>
<u>Uses</u>					
Personnel Services	491,104	494,499	473,230	510,555	3.25%
Operating Expenses	53,817	196,747	45,276	191,060	-2.89%
<b>Total Uses</b>	<b>544,921</b>	<b>691,246</b>	<b>518,506</b>	<b>701,615</b>	<b>1.50%</b>
<b>Fund Balance as of 6/30</b>	<b>149,849</b>	<b>-</b>	<b>145,103</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

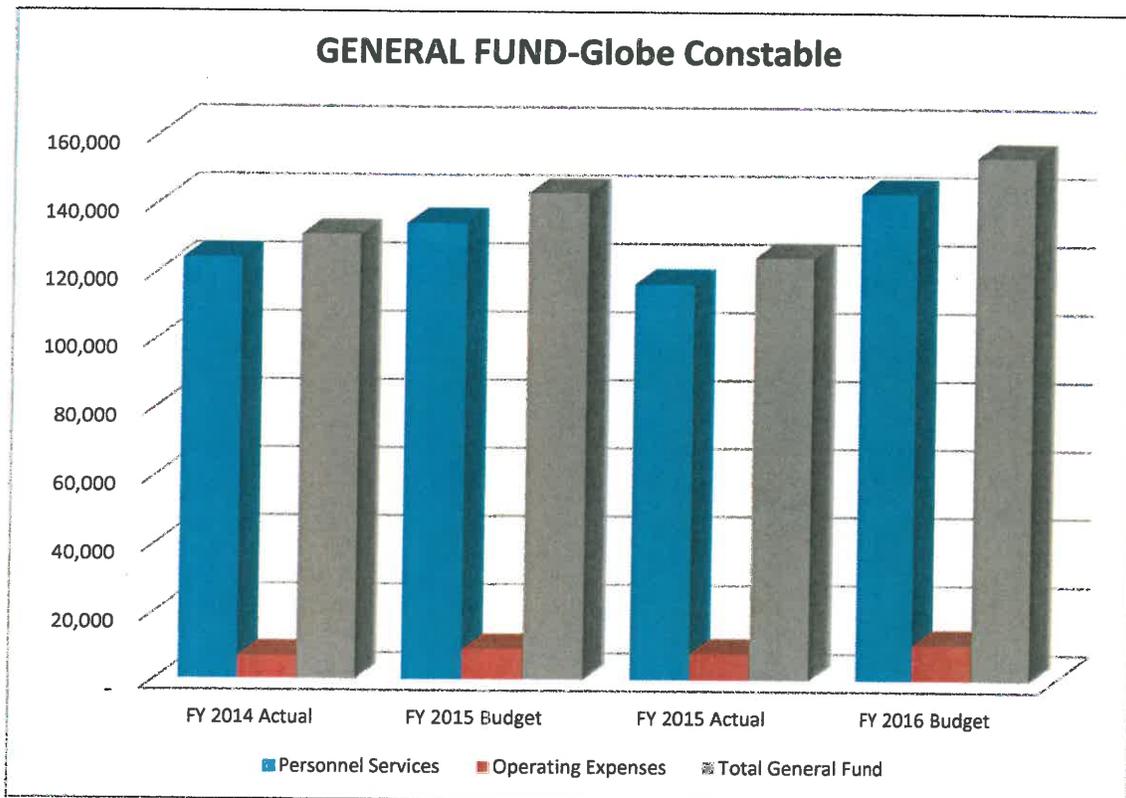
<u>Payson Justice Court</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	9.62	9.62	9.00	9.00	0.00%
<b>Payson Justice Court Total</b>	<b>9.62</b>	<b>9.62</b>	<b>9.00</b>	<b>9.00</b>	<b>0.00%</b>

## Globe Constable Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	130,235	142,616	123,768	153,424	7.58%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>130,235</b>	<b>142,616</b>	<b>123,768</b>	<b>153,424</b>	<b>7.58%</b>
<b>Uses</b>					
Personnel Services	123,436	133,716	115,988	142,824	6.81%
Operating Expenses	6,799	8,900	7,780	10,600	19.10%
<b>Total Uses</b>	<b>130,235</b>	<b>142,616</b>	<b>123,768</b>	<b>153,424</b>	<b>7.58%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

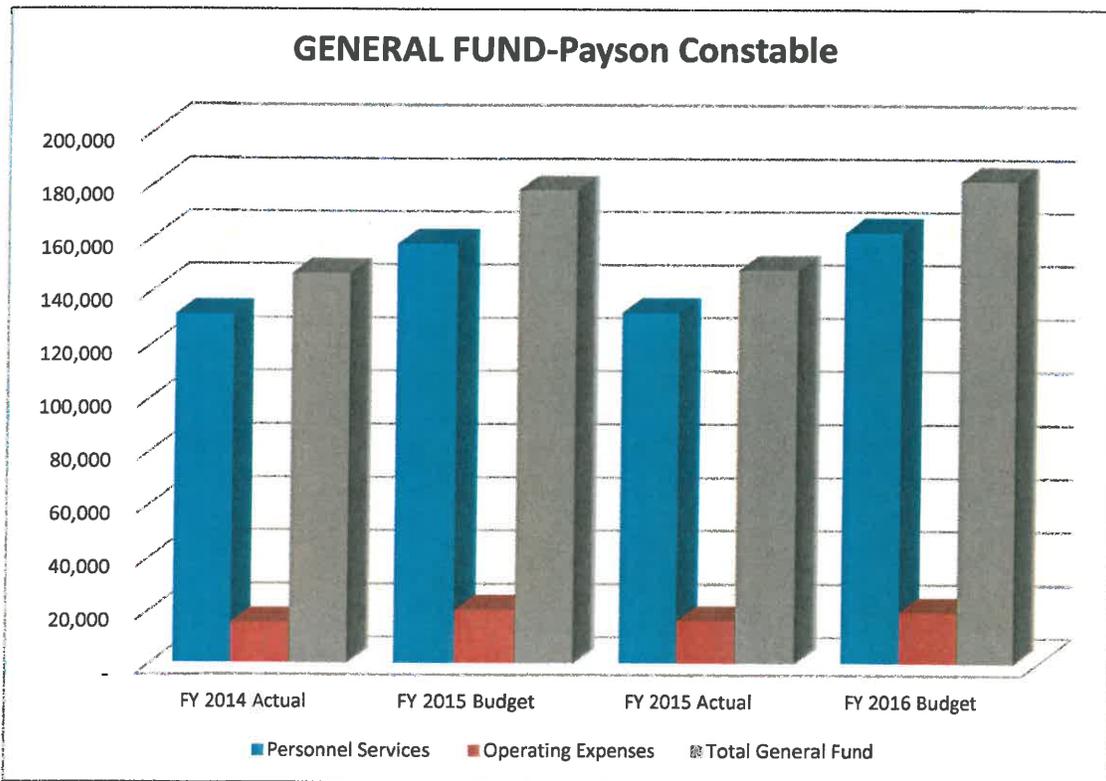
Globe Constable	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	2.50	2.50	2.50	2.50	0.00%
<b>Globe Constable Total</b>	<b>2.50</b>	<b>2.50</b>	<b>2.50</b>	<b>2.50</b>	<b>0.00%</b>

## Payson Constable Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	146,523	177,941	147,931	181,485	1.99%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>146,523</b>	<b>177,941</b>	<b>147,931</b>	<b>181,485</b>	<b>1.99%</b>
<b>Uses</b>					
Personnel Services	131,193	157,741	131,837	162,085	2.75%
Operating Expenses	15,330	20,200	16,094	19,400	-3.96%
<b>Total Uses</b>	<b>146,523</b>	<b>177,941</b>	<b>147,931</b>	<b>181,485</b>	<b>1.99%</b>
<b>Fund Balance as of 6/30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

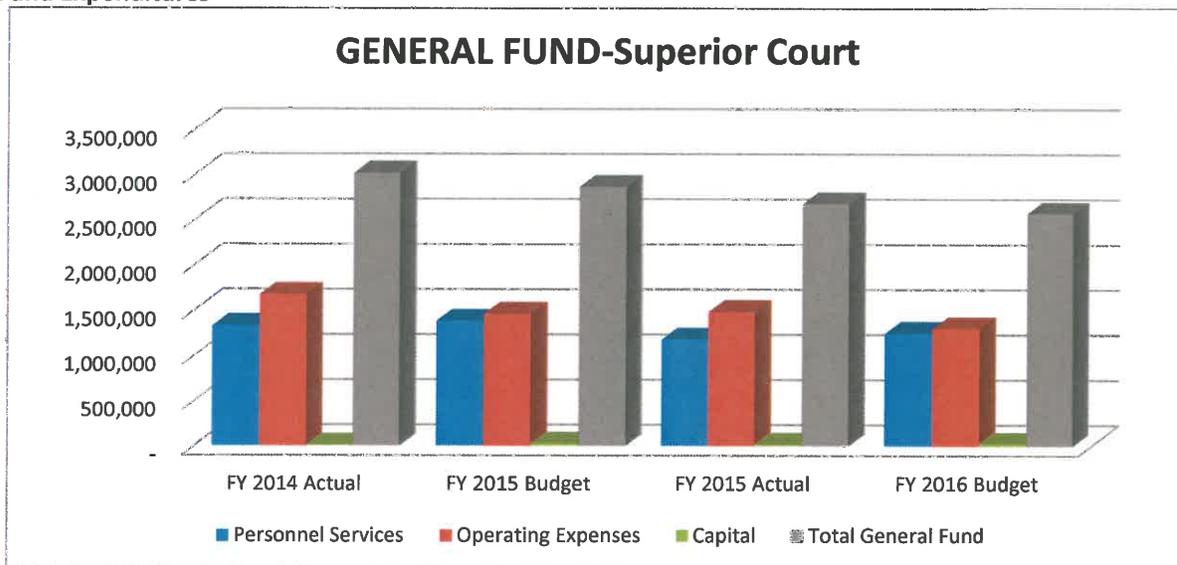
<b>Payson Constable</b>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	2.48	2.48	2.48	2.48	0.00%
<b>Payson Constable Total</b>	<b>2.48</b>	<b>2.48</b>	<b>2.48</b>	<b>2.48</b>	<b>0.00%</b>

## Superior Court Offices Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	% Change
	Amount	Budget	Amount	Budget	
General Revenue	2,917,745	2,760,101	2,785,519	2,665,659	-3.42%
Special Revenue	207,559	215,310	167,942	187,025	-13.14%
Balance Forward	665,229	665,581	665,581	554,202	-16.73%
<b>Total Sources</b>	<b>3,790,533</b>	<b>3,640,992</b>	<b>3,619,042</b>	<b>3,406,886</b>	<b>-6.43%</b>
<b>Uses</b>					
Personnel Services	1,412,798	1,441,787	1,273,985	1,398,301	-3.02%
Operating Expenses	1,702,605	2,173,205	1,667,703	1,982,585	-8.77%
Capital	9,549	26,000	17,118	26,000	0.00%
<b>Total Uses</b>	<b>3,124,952</b>	<b>3,640,992</b>	<b>2,958,806</b>	<b>3,406,886</b>	<b>-6.43%</b>
<b>Fund Balance as of 6/30</b>	<b>665,581</b>	<b>-</b>	<b>660,236</b>	<b>-</b>	

### General Fund Expenditures



### Offices Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

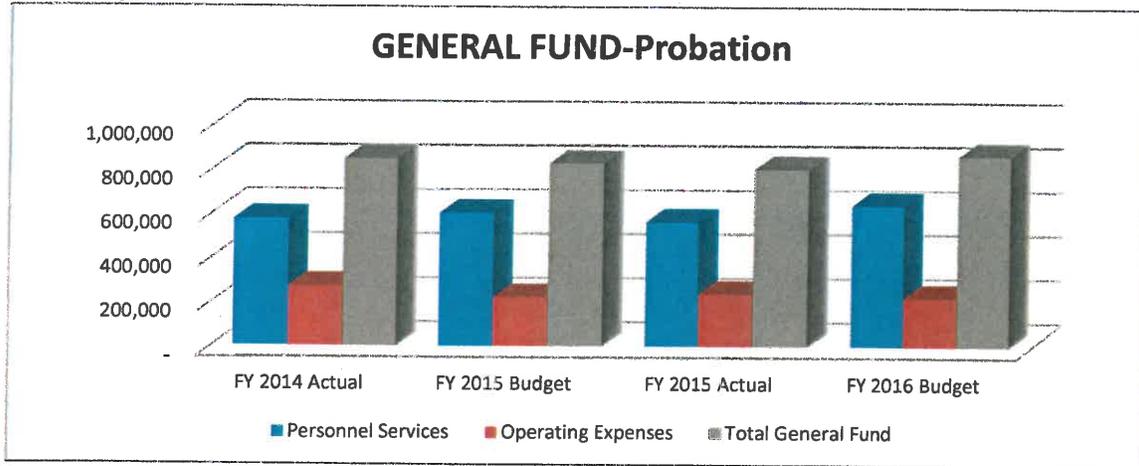
Superior Courts	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund-CIS	4.00	4.00	3.00	2.00	-33.33%
General Fund-Div I	3.00	3.00	3.00	3.00	0.00%
General Fund-Div II	3.00	3.00	3.00	3.00	0.00%
General Fund-General	10.85	10.93	9.68	7.68	-20.66%
Law Library	1.00	1.00	1.00	1.00	0.00%
Court Commissioner	0.25	-	-	-	
Drug Enforcement	1.00	1.00	-	-	
Field Trainer	0.50	0.50	-	1.00	
Cost of Prosecution	1.10	1.10	0.60	0.60	0.00%
Court Improvement Proj	0.50	0.50	0.50	0.50	0.00%
<b>Superior Courts Total</b>	<b>25.20</b>	<b>25.03</b>	<b>20.78</b>	<b>18.78</b>	<b>-9.62%</b>

## Probation Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	847,782	957,503	864,894	864,894	-9.67%
Special Revenue	1,652,979	1,761,468	1,466,025	1,781,468	1.14%
Balance Forward	772,539	642,838	642,838	500,334	-22.17%
<b>Total Sources</b>	<b>3,273,300</b>	<b>3,361,809</b>	<b>2,973,757</b>	<b>3,146,696</b>	<b>-6.40%</b>
<u>Uses</u>					
Personnel Services	2,099,678	2,363,693	1,933,565	2,143,637	-9.31%
Operating Expenses	530,784	998,116	593,044	1,003,059	0.50%
<b>Total Uses</b>	<b>2,630,462</b>	<b>3,361,809</b>	<b>2,526,609</b>	<b>3,146,696</b>	<b>-6.40%</b>
<b>Fund Balance as of 6/30</b>	<b>642,838</b>	<b>-</b>	<b>447,148</b>	<b>-</b>	

### General Fund Expenditures



## Department Full Time Equivalent (FTE) Overview

### Full Time Equivalent (FTE) Employees by Funding Source

<b>Probation</b>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	10.20	9.52	9.52	9.80	2.94%
Adult Prob Service Fees	4.75	4.75	4.75	4.75	0.00%
Adult Intensive Prob Supv	4.20	4.20	4.20	3.70	-11.90%
State Aid Enhancement	8.10	7.18	8.08	6.58	-18.56%
JPSF Treatment	1.00	1.00	1.00	0.78	-22.00%
Juvenile Diversion Fees	0.25	0.25	0.25	0.25	0.00%
Juvenile Probation Svc Fees	0.50	0.50	0.50	-	-100.00%
Court Appointed Spec Advoc	1.50	1.50	1.50	1.50	0.00%
Payson Safe Schools	1.00	-	-	-	
Diversion Consequences	0.86	0.20	0.58	0.20	-65.52%
Diversion Intake	4.55	4.05	4.05	2.55	-37.04%
Juvenile Intensive Prob Supv	3.00	2.50	3.00	3.00	0.00%
Juvenile Standards Probation	3.25	3.25	3.25	2.75	-15.38%
<b>Probation Total</b>	<b>43.16</b>	<b>38.90</b>	<b>40.68</b>	<b>35.86</b>	<b>-11.85%</b>

## Juvenile Detention Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	1,204,358	1,331,062	1,136,046	1,260,601	-5.29%
Special Revenue	2,369	10,000	147,369	260,000	2500.00%
Balance Forward	10,692	1,594	1,594	1,691	6.09%
<b>Total Sources</b>	<b>1,217,419</b>	<b>1,342,656</b>	<b>1,285,009</b>	<b>1,522,292</b>	<b>13.38%</b>

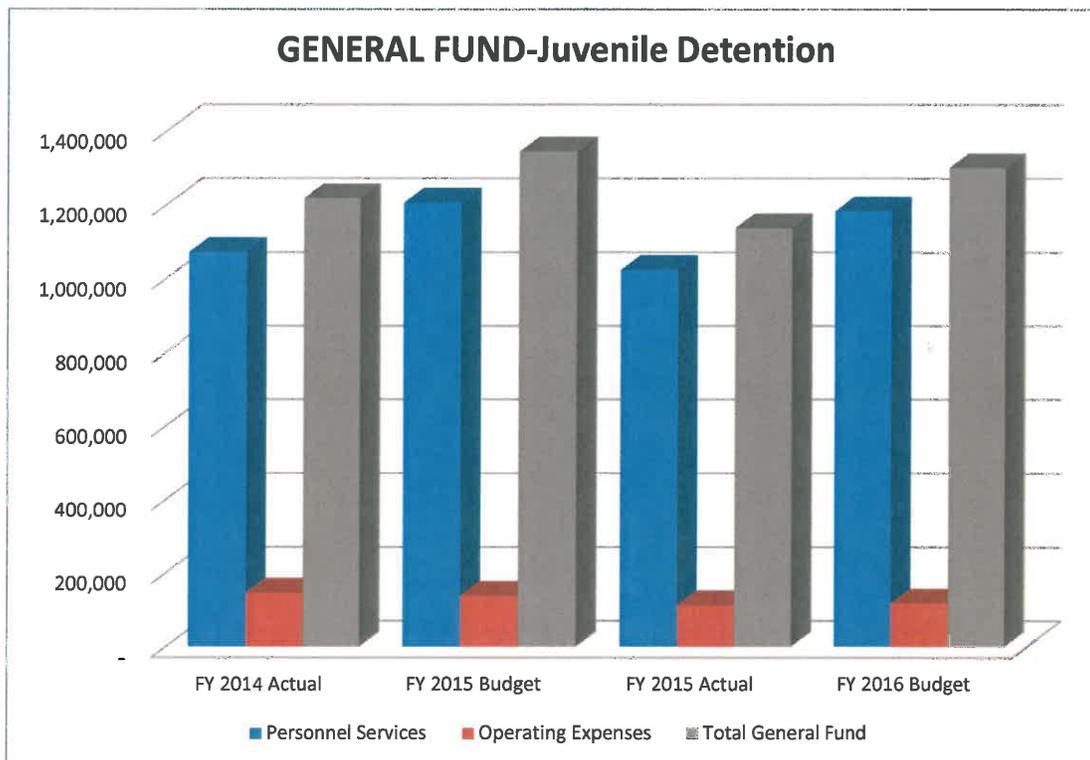
  

Uses	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	1,070,459	1,204,785	1,046,936	1,234,421	2.46%
Operating Expenses	145,366	137,871	238,073	287,871	108.80%
<b>Total Uses</b>	<b>1,215,825</b>	<b>1,342,656</b>	<b>1,285,009</b>	<b>1,522,292</b>	<b>13.38%</b>

Fund Balance as of 6/30	2014 Actual	2015 Adopted Budget	2015 Actual	2016 Adopted Budget
	<b>1,594</b>	-	-	-

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

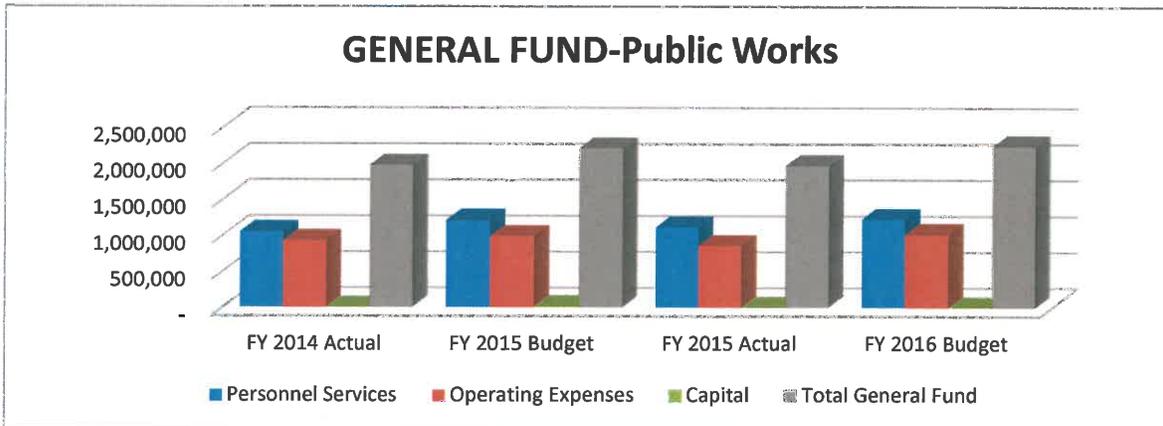
Juvenile Detention	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	25.96	24.96	24.96	23.18	-7.13%
Juvenile Evenings/Wknd Res Ctr	-	-	-	1.22	
<b>Juvenile Detention Total</b>	<b>25.96</b>	<b>24.96</b>	<b>24.96</b>	<b>24.40</b>	<b>-2.24%</b>

## Public Works Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	% Change
	Amount	Budget	Amount	Budget	
General Revenue	330,371	215,196	163,511	210,718	-2.08%
Special Revenue	11,979,086	8,855,038	9,210,885	7,562,800	-14.59%
Balance Forward	9,567,229	11,021,579	11,021,579	11,338,217	2.87%
<b>Total Sources</b>	<b>21,876,686</b>	<b>20,091,813</b>	<b>20,395,975</b>	<b>19,111,735</b>	<b>-4.88%</b>
<b>Uses</b>					
Personnel Services	5,054,089	5,740,808	4,896,264	5,724,958	-0.28%
Operating Expenses	4,531,039	9,192,552	4,028,240	8,773,267	-4.56%
Capital	1,269,979	5,158,453	1,083,757	4,613,510	-10.56%
<b>Total Uses</b>	<b>10,855,107</b>	<b>20,091,813</b>	<b>10,008,261</b>	<b>19,111,735</b>	<b>-4.88%</b>
<b>Fund Balance as of 6/30</b>	<b>11,021,579</b>	<b>-</b>	<b>10,387,714</b>	<b>-</b>	

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

Public Works	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	1.48	2.48	2.48	2.00	-19.35%
Fairgrounds	4.00	4.00	-	-	
GF-Facilities	18.47	18.70	22.72	22.71	-0.04%
PW-Administration	5.34	5.00	5.00	4.50	-10.00%
PW-Consolidated Roads	39.00	39.19	39.18	38.19	-2.53%
PW-Survey	2.50	2.50	2.50	2.50	0.00%
PW-Engineers	9.70	9.20	9.70	8.20	-15.46%
PW-Auto/Equip Maint	18.00	18.19	18.18	17.19	-5.45%
Landfill-Sanitation	1.33	1.33	1.33	1.33	0.00%
Landfill-Buckhead Mesa	5.00	5.00	5.00	5.00	0.00%
Landfill-Russell Gulch	6.00	6.00	6.00	6.00	0.00%
Waste Tire Fund	0.67	0.67	0.67	0.67	0.00%
Fleet Management	2.50	2.50	2.50	2.50	0.00%
Fuel Management	0.50	0.50	0.50	0.50	0.00%
<b>Public Works Total</b>	<b>114.49</b>	<b>115.26</b>	<b>115.76</b>	<b>111.29</b>	<b>-3.86%</b>

## Health Services Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	% Change
	Amount	Budget	Amount	Budget	
General Revenue	1,143,975	1,119,566	896,581	1,214,870	8.51%
Special Revenue	1,714,356	2,069,616	1,681,265	2,253,282	8.87%
Balance Forward	882,505	522,045	999,873	108,863	-79.15%
<b>Total Sources</b>	<b>3,740,836</b>	<b>3,711,227</b>	<b>3,577,719</b>	<b>3,577,015</b>	<b>-3.62%</b>
<b>Uses</b>					
Personnel Services	1,681,731	2,091,010	1,682,447	1,823,988	-12.77%
Operating Expenses	998,549	1,606,117	1,000,070	1,753,027	9.15%
Capital	60,683	14,100	31,541	-	-100.00%
<b>Total Uses</b>	<b>2,740,963</b>	<b>3,711,227</b>	<b>2,714,058</b>	<b>3,577,015</b>	<b>-3.62%</b>
<b>Fund Balance as of 6/30</b>	<b>999,873</b>	<b>-</b>	<b>863,661</b>	<b>-</b>	
<b>General Fund Expenditures</b>					
Personnel Services	668,593	726,409	638,936	817,514	12.54%
Operating Expenses	304,483	393,157	257,645	397,679	1.15%
	<b>973,076</b>	<b>1,119,566</b>	<b>896,581</b>	<b>1,215,193</b>	<b>8.54%</b>

## Department Full Time Equivalent (FTE) Overview

### Full Time Equivalent (FTE) Employees by Funding Source

Health Services	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund-Health	10.33	9.21	8.46	9.66	14.18%
General Fund-Animal Control	6.06	6.06	6.06	6.28	3.63%
HIV	0.05	0.05	0.05	0.05	0.00%
WIC	8.50	7.49	6.91	6.34	-8.25%
TB	0.08	0.08	0.08	0.08	0.00%
Community Health Grant	1.52	1.09	1.29	1.25	-3.10%
Immunization	2.38	2.34	2.44	1.94	-20.49%
Private Stock Vaccines	-	-	0.17	-	-100.00%
Population Health Initiative	-	0.60	0.60	0.65	8.33%
Commodity Supp Food Prog	0.11	0.11	0.11	0.04	-63.64%
HIV Consortium	1.08	2.04	3.04	2.04	-32.89%
Public Hlth Emerg Prep	1.93	2.50	2.30	2.75	19.57%
Health Start Program	1.05	-	-	-	
Tobacco Free Environment	2.63	2.48	2.10	1.70	-19.05%
Prop 201 Smoke Free AZ Act	0.90	0.78	0.78	0.88	12.82%
Family Planning	-	-	0.05	0.05	0.00%
Teen Pregnancy Prevention	2.56	3.33	3.34	3.35	0.30%
Cenpatico Prevention Svcs	-	-	1.10	-	-100.00%
FTF Early Childhood Screening	1.17	0.17	-	-	
Maternal & Child Home Visiting	-	1.45	1.45	1.35	-6.90%
Healthy Steps	-	2.45	2.46	-	-100.00%
<b>Health Services Total</b>	<b>40.35</b>	<b>42.23</b>	<b>42.79</b>	<b>38.41</b>	<b>-10.24%</b>



## Public Fiduciary Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

Sources	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	403,035	411,354	409,731	437,066	6.25%
Special Revenue	-	-	-	-	
Balance Forward	-	-	-	-	
<b>Total Sources</b>	<b>403,035</b>	<b>411,354</b>	<b>409,731</b>	<b>437,066</b>	<b>6.25%</b>

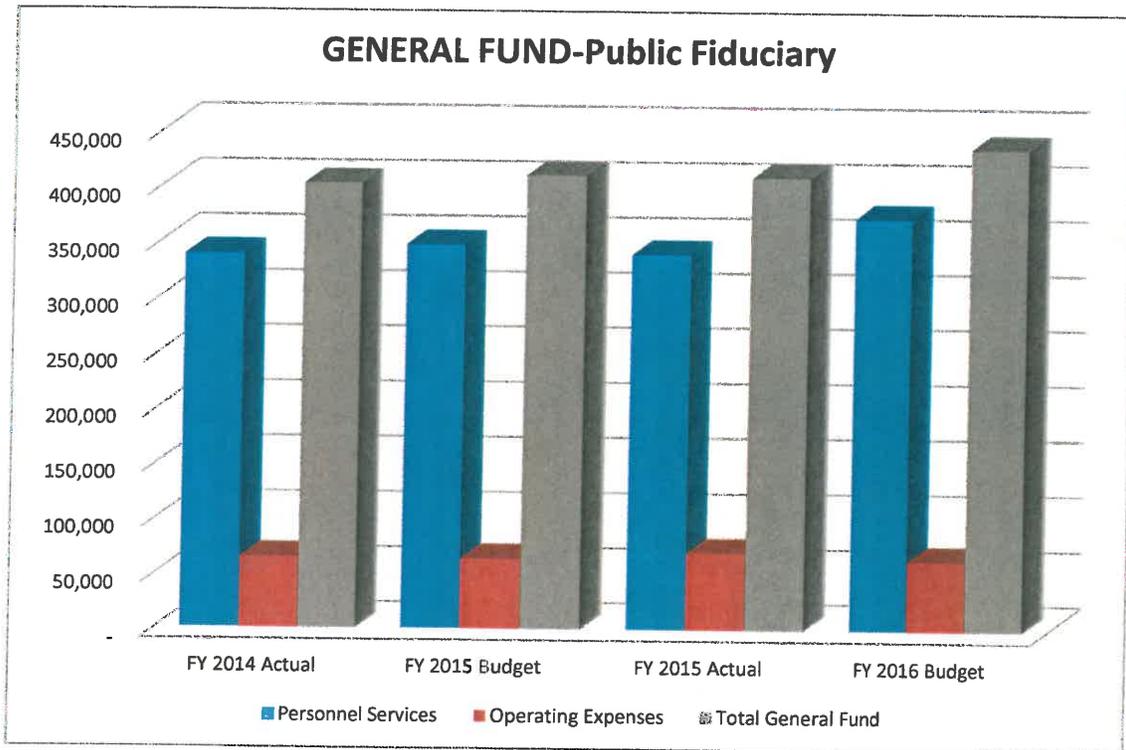
  

Uses	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
Personnel Services	338,606	347,848	339,850	373,560	7.39%
Operating Expenses	64,429	63,506	69,881	63,506	0.00%
<b>Total Uses</b>	<b>403,035</b>	<b>411,354</b>	<b>409,731</b>	<b>437,066</b>	<b>6.25%</b>

Fund Balance as of 6/30	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted
	-	-	-	-

### General Fund Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

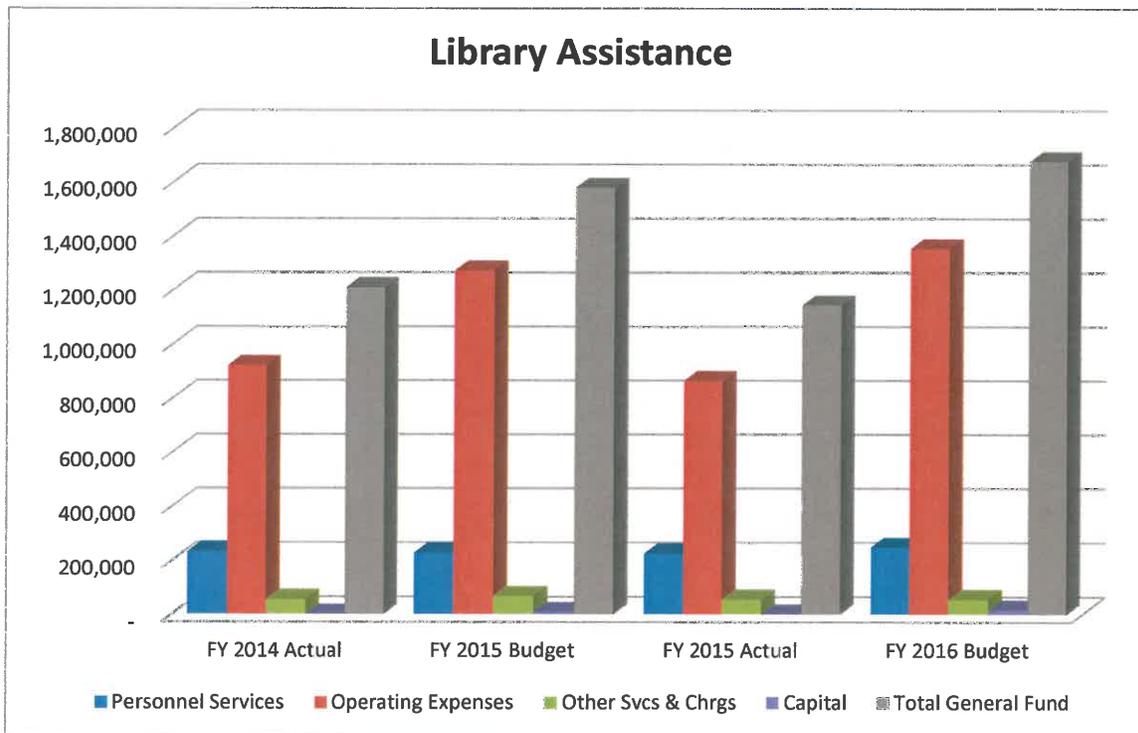
Public Fiduciary	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	7.00	7.00	7.00	7.00	0.00%
<b>Public Fiduciary Total</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>0.00%</b>

## Library District/Department Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	50,000	50,000	50,000	50,000	0.00%
Special Revenue	1,061,886	1,077,249	1,177,092	1,478,585	37.26%
Balance Forward	703,357	634,824	634,824	336,850	-46.94%
<b>Total Sources</b>	<b>1,815,243</b>	<b>1,762,073</b>	<b>1,861,916</b>	<b>1,865,435</b>	<b>5.87%</b>
<b>Uses</b>					
Personnel Services	272,436	282,418	265,506	290,899	3.00%
Operating Expenses	1,008,574	1,401,655	975,850	1,501,236	7.10%
Other Services & Charges	55,602	68,000	55,597	56,000	-17.65%
Capital	40	10,000	-	17,300	73.00%
<b>Total Uses</b>	<b>1,336,652</b>	<b>1,762,073</b>	<b>1,296,953</b>	<b>1,865,435</b>	<b>5.87%</b>
<b>Fund Balance as of 6/30</b>	<b>478,591</b>	<b>-</b>	<b>564,963</b>	<b>-</b>	

### Library Assistance Expenditures



### Department Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

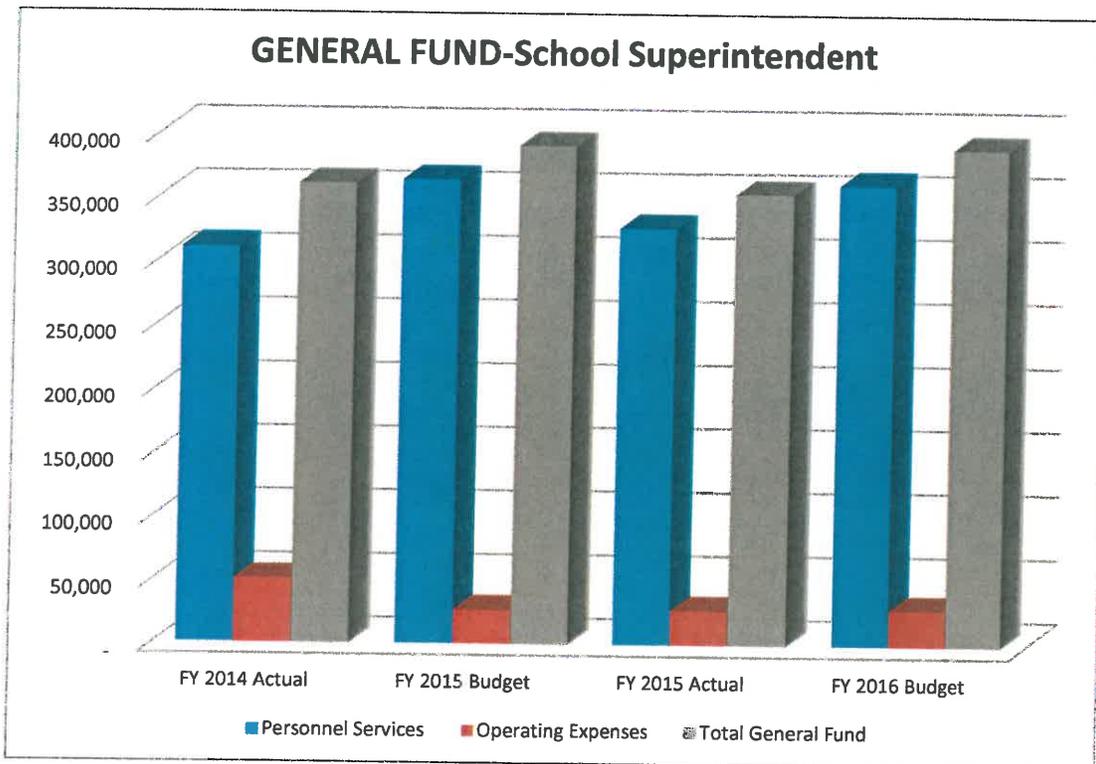
Library	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
Library Assistance	3.50	3.50	3.20	3.20	0.00%
Library District Grants	-	-	0.30	0.30	0.00%
<b>Library Total</b>	<b>3.50</b>	<b>3.50</b>	<b>3.20</b>	<b>3.20</b>	<b>0.00%</b>

## School Superintendent Office Budget Overview

General Fund support is at the level that is needed to support General Fund expenditures.

<u>Sources</u>	2014 Actual Amount	2015 Adopted Budget	2015 Actual Amount	2016 Adopted Budget	% Change
General Revenue	360,823	387,293	353,992	390,160	0.74%
Special Revenue	(75,504)	1,000	-	1,000	0.00%
Balance Forward	84,205	6,049	6,049	4,599	-23.97%
<b>Total Sources</b>	<b>369,524</b>	<b>394,342</b>	<b>360,041</b>	<b>395,759</b>	<b>0.36%</b>
<u>Uses</u>					
Personnel Services	310,542	364,081	326,893	361,599	-0.68%
Operating Expenses	52,933	30,261	28,092	34,160	12.88%
<b>Total Uses</b>	<b>363,475</b>	<b>394,342</b>	<b>354,985</b>	<b>395,759</b>	<b>0.36%</b>
<b>Fund Balance as of 6/30</b>	<b>6,049</b>	<b>-</b>	<b>5,056</b>	<b>-</b>	

### General Fund Expenditures



### Office Full Time Equivalent (FTE) Overview

#### Full Time Equivalent (FTE) Employees by Funding Source

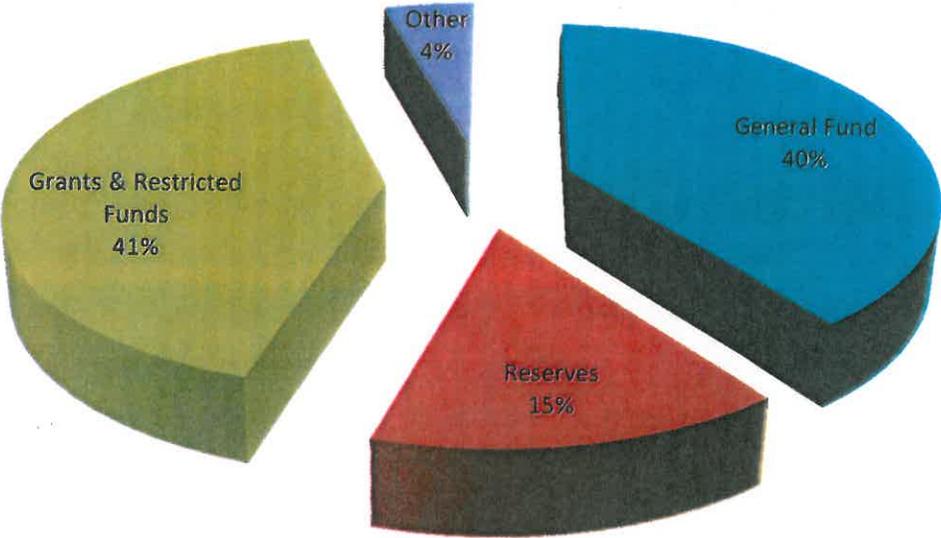
<u>School Superintendent</u>	2013 Budget	2014 Budget	2015 Budget	2016 Budget	% Change from 2015 to 2016
General Fund	6.41	6.41	6.41	6.41	0.00%
GCESA/Detention Educ	1.00	-	-	-	0.00%
<b>School Superintendent Total</b>	<b>6.41</b>	<b>6.41</b>	<b>6.41</b>	<b>6.41</b>	<b>0.00%</b>

---

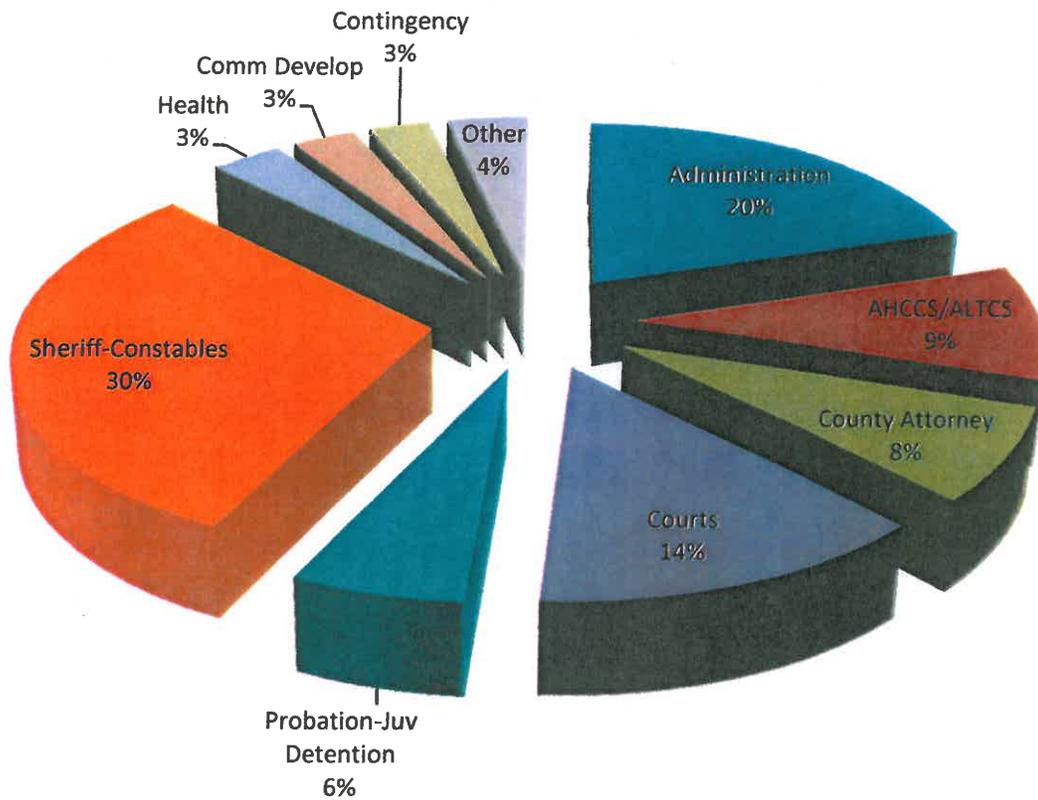
# Fiscal Year 2016 Summary Charts



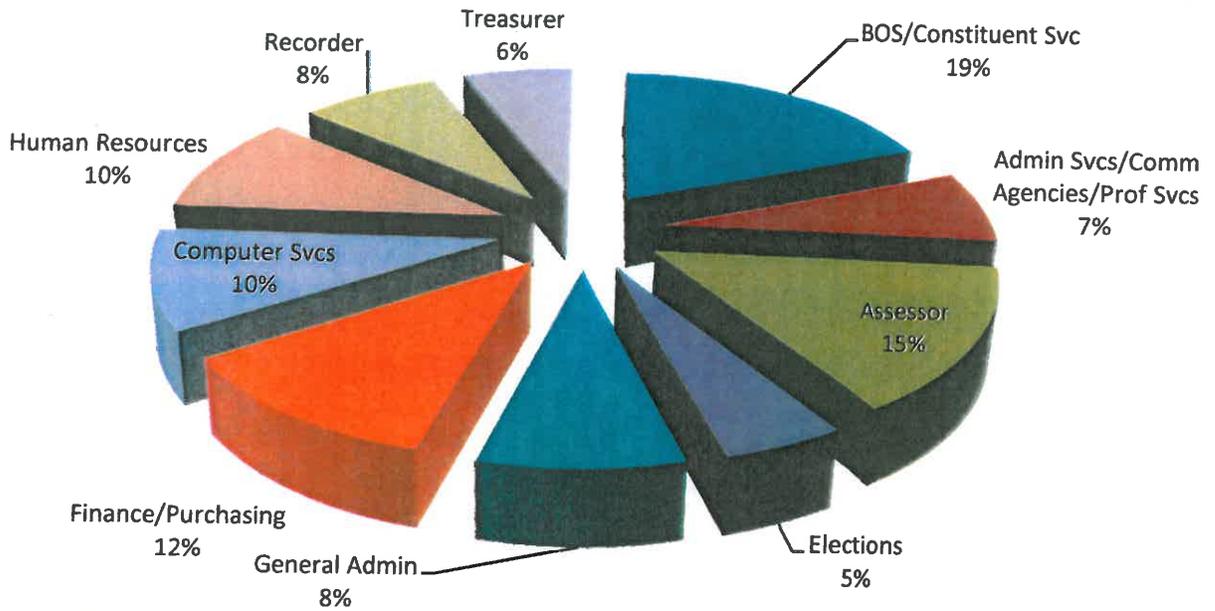
### Fiscal Year 2015/2016 Proposed Expenditures



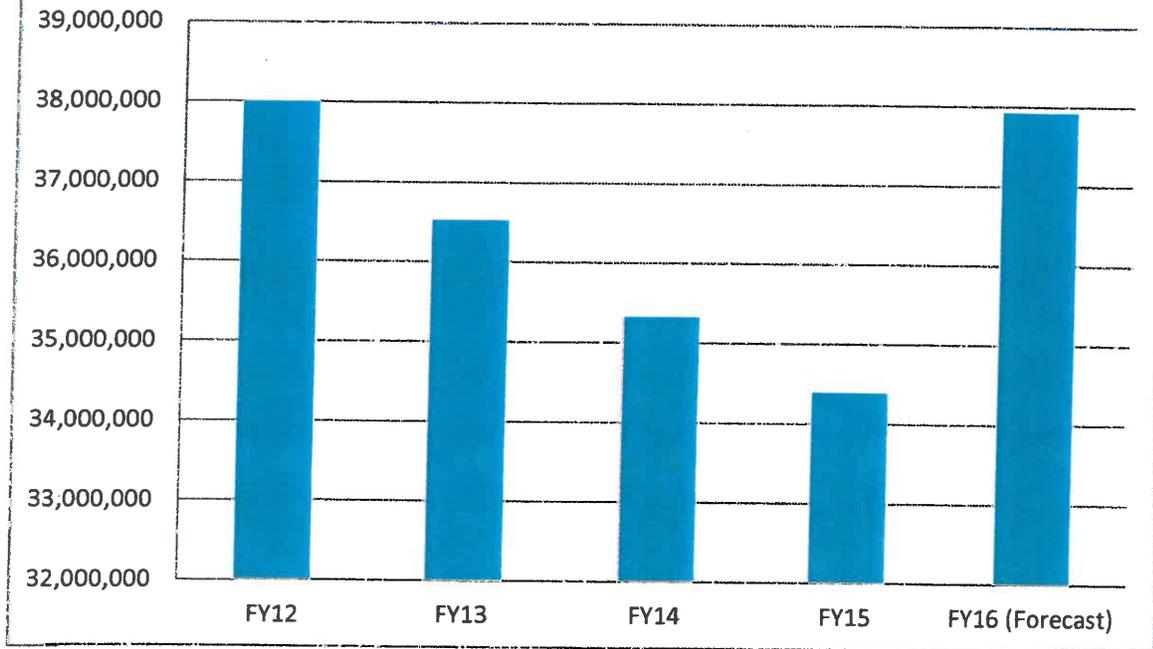
## Fiscal Year 2015/2016 General Fund Proposed Expenditures



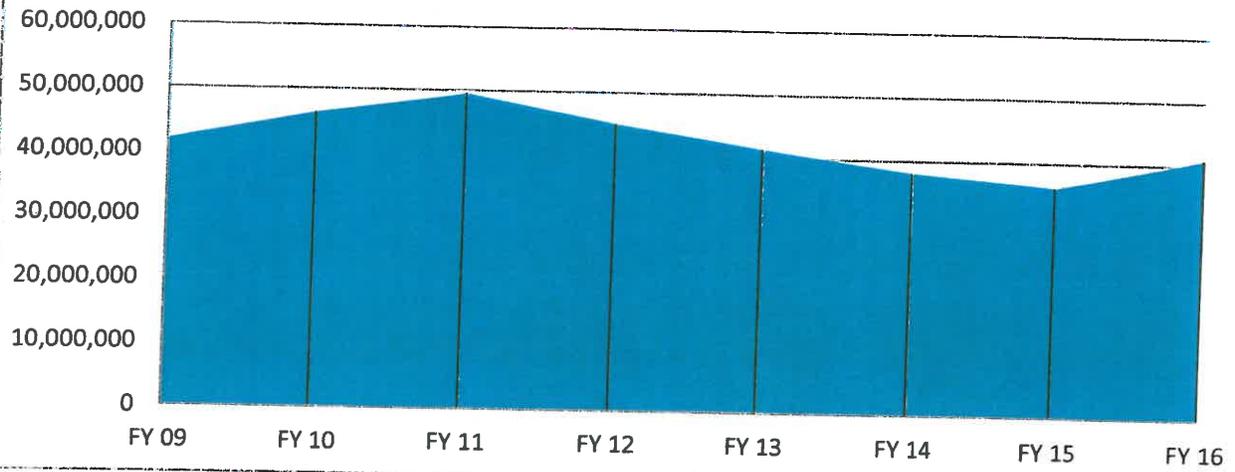
## Fiscal Year 2015/2016 General Fund Administration Proposed Expenditures



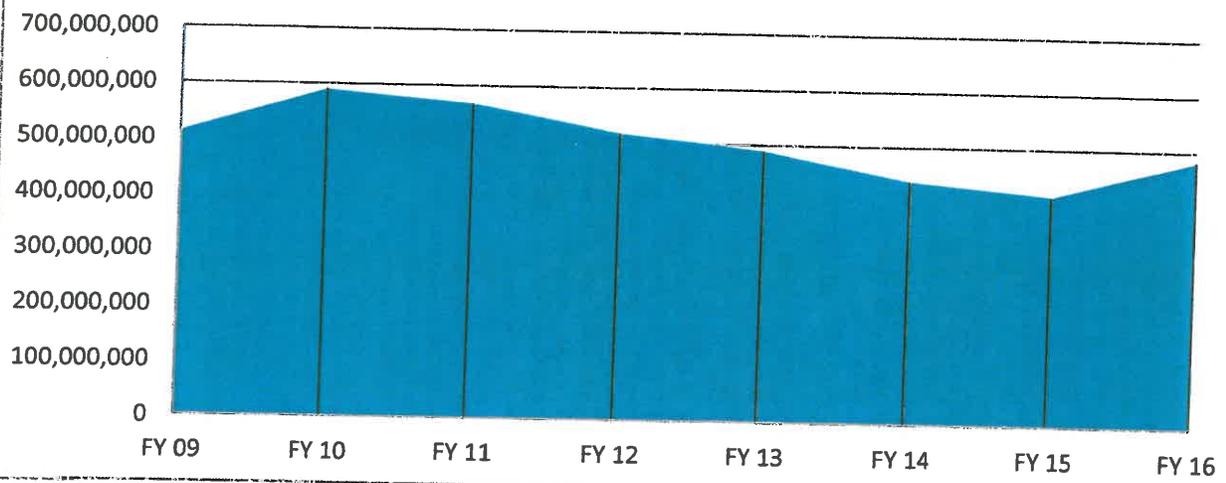
## General Fund Revenue Trending



### Fiscal Year 2009 - 2016 Property Value Assessment Revenue



### Fiscal Year 2009 - 2016 Property Valuations



**ARF-3199**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015  
Submitted For: Malissa Buzan, Director  
Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division  
Department: Community Services Division Division: Administration

---

Information

Request/Subject

Disability Related Employment Services Contract with Arizona Department of Economic Security, Rehabilitation Services Administration.

Background Information

Contract No. DE12600-001 will replace Gila Employment and Special Training (GEST) current contract for Job Development and Placement.

Evaluation

This contract allows the Gila County GEST Program to provide Disability Related Employment Services to those clients whose Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) authorization indicated specific need for this service.

Conclusion

By the Board of Supervisors approving Contract No. DE126000-001, GEST will continue to provide Disability Related Employment Services to those ADES/RSA clients who are authorized and have indicated specific need for this service.

Recommendation

The Director of Gila County Community Services Division recommends the Board of Supervisors approve Contract No. DE126000-001 for Disability Related Employment Services, which will enable GEST to provide employment services to Vocational Rehabilitation clients in Gila County.

Suggested Motion

Information/Discussion/Action to approve Disability Related Employment Services Contract No. DE126000-001 between the Arizona Department of Economic Security, Rehabilitation Services Administration and Gila County, d/b/a Gila Employment and Special Training to provide employment services to vocational rehabilitation clients in Gila County for the period July 1, 2015, through June 30, 2018. **(Malissa Buzan)**

---

Attachments

GEST Contract

Exhibits

---



DEPARTMENT OF ECONOMIC SECURITY  
*Your Partner For A Stronger Arizona*

Douglas A. Ducey  
Governor

Timothy Jeffries  
Director

Malissa Buzan  
GILA COUNTY  
5515 S Apache St, Ste 200  
Globe AZ 85501

May 27, 2015

## Notice of Intent

The Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) is interested in entering into a contract with your Agency for the provision of **Disability Related Employment Services**.

Enclosed you will find the following documents that comprise the contract. Please review each document, complete the required forms/attachments and submit the entire package back to the RSA Contract Unit at the address below:

1. Uniform Terms and Conditions
2. DES Special Terms and Conditions
  - 2a. Certification Regarding Lobbying\*
  - 2b. Certification Regarding Debarment\*
  - 2c. Exhibit Limited English Proficiency
3. Scope of Work
  - 3.1 Scope of Work, Definitions
4. Attachments:
  - Contract Signature Page\*
  - State of Arizona Substitute W-9\*
  - Sole Proprietor Waiver(if applicable)\*
  - Independent Contractor Agreement (if applicable)\*
  - Facility Location Chart\*
  - Contractor's Qualifications Profile\*
  - *Request for Search of Central Registry Background Check \* for each employee/subcontractor who will provide direct client services. This form is to be DIRECTLY submitted to one of the addresses on the first page of the form.*
  - A Data Sharing Agreement form will be sent to you after the contract award.
5. Exhibits:
  - Exhibit A Client Service Plan
  - Exhibit B Monthly Progress Report
  - Exhibit C Service Closure Report
  - Exhibit D Code of Conduct
  - Exhibit E Contractor Invoice

*The documents with an \* need to be completed by you before you submit back to RSA.*  
After RSA reviews your completed documents and if all requirements are met, RSA will send you an executed contract.

**SERVICE FACILITY LOCATION INFORMATION**

Contractor's Name: Gila County dba/  
Gila Employment & Special Training  
*This is the legal business name from the W-9 form.*

Contractor's Days and Hours of Operations: M-F 8am - 3pm  
 Business is closed on the following holiday: All State Holidays

Address (City, State, Zip Code) where RSA Purchase Authorization will be mailed  
5515 S. Apache Ave Suite 200 Globe, AZ 85501  
 Address (City, State, Zip Code) where RSA Payment will be mailed  
5515 S. Apache Ave Suite 200 Globe, AZ 85501  
 Address (City, State, Zip Code) where clients will receive services (a physical Service Location/Facility):  
SAA

This Facility is  
 owned by the Contractor  
 leased by the Contractor

Contact Information for Service Location  
 Name: MALISSA BUZAN & Helene Lopez  
 Phone Number: (928) 425-7631 ext 8664  
 Fax Number: (928) 425-9468  
 Email Address: mbuzan@gilacountyaz.gov & hlopez@gilacountyaz.gov

Contractor will **serve and travel** throughout the following counties:

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

All services will be available in each County checked above. YES  NO   
 If NO, attach a separate list of service types that will be provided in each county.

Contractor will provide services at various public location(s) in the community.  
 Attach a separate listing of the proposed public locations.

**SERVICE FACILITY LOCATION INFORMATION**

**CONTRACTOR'S SUBCONTRACTOR INFORMATION**

Contractor's Name: Gila County dba Gila Employment & Special Training

Complete this form for each Subcontractor

Subcontractor's Name:

Subcontractor's Business Address:

Subcontractor's Phone Number:

Subcontractor's Email Address:

Is Subcontractor a Small Business: YES  NO

Type of goods/services to be provided by Subcontractor:

The certification required of Subcontractor (if any):

The amount of time or effort (as a percent of total contract performance) that Subcontractor will perform in relation to total performance of the contract's requirements:

Description of the quality assurance measures that the Contractor will use to monitor the subcontractor's performance:

Check County (ies) where this Subcontractor will provide services to clients:

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

County:  
Address:  
Service Type:

# Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

## General instructions:

1. Form GAO-W-9 should be completed by computer (electronically).
2. Vendor must type or legibly print all 'Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

## Specific instructions:

### Type of Request

Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. When selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

### Taxpayer Identification Number (TIN)

#### Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)

Required. Enter your 9 digit Social Security Number (SSN) OR Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

### Entity Name

#### Legal Name

Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals:** Enter First Name, Middle Name, Last Name
- **Sole Proprietorships:** Enter First Name, Middle Name, Last Name
- **ALL Others:** Enter Legal Name of the Business.

### Entity Type

Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information System (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

### Minority Business Indicator

Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:

<http://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm>

**Main Address**—Required and **Remittance Address**—Optional Check 'Same as Main' if the Remit to Address is the same as the Main Address entered.

#### Doing Business As (DBA)\Branch\Location

Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

## Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

**Main Address cont.**-Required and **Remittance Address**-Optional Check 'Same as Main' if the Remit to Address is the same as the Main Address entered.

### **Address**

Required. Enter under the 'Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

### **City**

Required. Enter your city.

### **State**

Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

### **Zip code**

Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

## **Contact Information**-Required

### **Name**

Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

### **Title**

Optional. If the form is completed on behalf of a business, please enter your title.

### **Phone#**

Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

### **EXT**

Optional. Enter the contact's phone number extension, if applicable.

### **email**

Optional. Enter the contact's email address. Must be in the format: email@address.com.

### **Fax**

Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

## **Certification**

### **Exempt from backup withholding**

Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

### **Signature**

Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

### **Title**

Required. Enter the title of the person who signed/certified the form.

### **Current Date**

Required. This field will default to the current date if form is completed electronically.

**Do not complete any remaining fields; they are reserved for use by the State of Arizona.**

## **Additional Information**

For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: [www.irs.gov](http://www.irs.gov).

**Instructions for Certification  
Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.



POLICY NUMBER		Page 1
DES 1-01-34		
CHAPTER	ARTICLE	
01 Department of Economic Security	01 Director	
SUBJECT	EFFECTIVE DATE	REVISION
34 Limited English Proficiency (LEP)	August 8, 2014	2

**DES 1-01-34**  
**Limited English Proficiency (LEP)**

**I. POLICY STATEMENT**

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

**II. AUTHORITY**

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

### III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01      *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page:  
<http://intranet.azdes.gov/main.aspx?menu=84&id=14558>.

### IV. AUTHORITY

**Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.**  
**Arizona Constitution, Article 28**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, “No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- (1) “A recipient [the Department is a ‘recipient’ under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
  - (i) Deny an individual any service, financial aid, or other benefit provided under the program;
  - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;
- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*” (emphasis added)

### V. DEFINITIONS

**Customer:** Any applicant, claimant, or recipient of Department services, including LEP customers.

**Executive Leader:** The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

**Interpret:** Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

**Language Used Significantly:** A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

**Limited English Proficiency (LEP) Contact:** The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

**Limited English Proficient (LEP) Customer:** Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

**Non-Vital Documents:** Documents that are not critical to access Department benefits and services.

**Translate:** Providing a written document in a language other than English.

**Vital Document:** A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

**Work Unit:** A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

## **VI. STANDARDS**

### **A. Overview**

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

**B. General Statement**

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

**C. Compliance and Enforcement**

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

**D. Work Unit Procedures**

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

**E. Needs And Capacity Assessment**

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.
4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***
  - a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.
  - b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

#### **F. Oral Language Assistance**

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

- a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.
  - b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.
  - c. Orally translating vital documents into languages other than English for LEP customers.
2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
  3. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff* employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
    - a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.
    - b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
  4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

#### **G. Translation of Written Materials**

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- a. Applications;
  - b. Recertification or renewal applications;
  - c. Documents that require a response;
  - d. Letters or other written documents that contain information regarding participation in a program;
  - e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
  - f. Consent and complaint forms;
  - g. Appeal rights and grievance procedures;
  - h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
  - i. Notices advising LEP persons of free language assistance; and
  - j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:
- a. The Department Office of Graphics and Design; or
  - b. A state-approved translation contract.
- Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.
3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

## **H. Institutional Considerations for Translation**

1. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
2. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
3. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
4. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

## **I. Training**

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. ***General training.*** For all staff on the importance of providing services for individuals with LEP.
2. ***Work unit-specific training.*** To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. **Technical assistance training.** For LEP contact staff.
4. **Management level training.** For supervisors and administrative staff assisting staff with direct customer contact.

**J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach**

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.
2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.
3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.
4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

**K. Monitor Access to Language Assistance**

1. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

- a. Current LEP populations in service areas or population or specific populations encountered;
  - b. Frequency of encounters with LEP customers;
  - c. Nature and importance of activities to LEP customers;
  - d. Availability of resources, including technological advances, additional resources, and the costs imposed;
  - e. Whether existing assistance is meeting the needs of the LEP customers;
  - f. Whether staff know and understand the LEP procedures; and
  - g. Whether identified sources for assistance are still available and viable.
2. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
- a. Has up-to-date information on language needs in the communities it serves;
  - b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
  - c. Translates vital written documents into the languages needed by the communities being served;
  - d. Has adequate supplies of translated materials;
  - e. Trains those staff required to be trained in LEP activities; and
  - f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

#### **L. Provision of Technical Assistance**

***Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.*** The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

## M. Issue Resolution

1. **Work unit level process:** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.
  - a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.
  - b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.
  - c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
  - d. The Level I process shall include the following:
 

The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.
2. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.
  - a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

- b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

**N. Reporting**

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).



Risk Management Division

**SOLE PROPRIETOR WAIVER**

**NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES.**

**IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY (INCLUDING SINGLE MEMBER LLC), PARTNERSHIP, OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically, A.R.S. § 23-961(P), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as Name Of Sole Proprietor's Business. I am performing work as an independent contractor for the State of Arizona, Enter State Agency, Department And/Or Division, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, Enter State Agency, Department And/Or Division. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor: \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Street Address / P. O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Signature of Sole Proprietor: \_\_\_\_\_ Date: \_\_\_\_\_

State Agency: \_\_\_\_\_ Agency #: \_\_\_\_\_

Signature of Agency  
Contract Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Identification: \_\_\_\_\_

**Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15<sup>th</sup> Avenue, Suite #301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.**

\_\_\_\_\_  
Signature of Risk Management Authorized Signer Date

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

**1.0 ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) MISSION AND VISION STATEMENTS**

- 1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.
- 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.
- 1.3 Rehabilitation Service Administration (RSA) Mission: RSA works with individuals with disabilities to achieve their goals for employment and independence.

**2.0 PURPOSE**

- 2.1 The purpose is to provide DisabilityRelated Employment Services to RSA clients in the Vocational Rehabilitation (VR) program who are individuals with a disability (hereafter referred to as "client") to assist them in obtaining, and maintaining competitive employment in integrated work environments consistent with the client's selected vocational goal, abilities, capabilities, interests, and informed choice.

2.2 Legal Authority

A.R.S. § 41-1954 A.6 provides ADES the authority to contract and incur obligations within the general scope of its activities and operations. ADES is authorized to administer the Vocational Rehabilitation program pursuant to A.R.S. § 41-1954 (A) (1) (d). RSA is authorized to provide this service under Rehabilitation Act of 1973 , as amended [29 U.S.C. 723(a); 709(c), 721(a)(6) and 723 (b) and 34 CFR 361.48 and 361.49 Scope of Vocational Rehabilitation Services for Individuals and Groups of Individuals with Disabilities], and A.R.S. § 23-503.1 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service through the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 H. 6.

2.3 Projected Awards

It is the intent of ADES to make multiple awards for this service in each County to secure service coverage statewide. The Contractor(s) shall provide services throughout the entire County to be served. The anticipated start date is July 1, 2015. The Contract will be established with an initial Contract term of one (1) year with extension options.

2.4 Projected Utilization

This service is provided on an as needed, if needed, basis. There is no guarantee of the number of referrals to be provided by RSA.

**3.0 SERVICE DESCRIPTION**

- 3.1 Arizona Taxonomy Definition: Services that provide activities and assistance in support of finding, entering into or retaining a job for individuals or groups.
- 3.2 Definitions. See Scope of Work Definitions.
- 3.3 Disability Related Employment Services include:
  - 3.3.1 Job Preparation Services to assist the client with activities which provide the client with basic skills to obtain employment.

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

- 3.3.2 Job Development and Placement to assist the client in finding a job placement that is individualized to the client's work preferences and strengths and insure a good employer/employee match.
- 3.3.3 Job Retention to assist the client who has been placed in employment in order to stabilize the placement and enhance job retention.
- 3.4 Service Eligibility
- 3.4.1 RSA purchases Employment Services only when RSA Counselors or other public resources (such as the Arizona Job Services and Workforce Investment, Comprehensive One Stop Centers, etc.) are unable to meet the needs of RSA clients.
- 3.4.2 Eligibility for service is determined by RSA Counselors (hereafter referred to as Counselor) based on the following:
1. The client has selected a vocational goal and is ready to begin searching for employment.
  2. If the client has supported employment and long-term supports (also known as extended supported employment services) identified on the Individualized Plan for Employment (IPE), referral for Employment Services can only be made after funding for extended supported employment services is secured.
  3. The client needs additional resources and assistance with job searching and job placement activities.
  4. The client's case was successfully closed by RSA, but the client has returned to VR in Post-Employment Services per RSA policy.
- 3.6 Background Information  
RSA is an administration within ADES that provides Vocational Rehabilitation (VR) services to individuals with physical, mental, or emotional disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
- 4.0 CONTRACTOR REQUIREMENTS**  
The Contractor shall:
- 4.1 GENERAL REQUIREMENTS
- 4.1.1 Provide services that are culturally relevant and linguistically appropriate to the population to be served.
- 4.1.2 Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).
- 4.1.3 Make reasonable accommodations under the American with Disabilities Act of 1990, as amended, to give people with disabilities an equal opportunity to benefit from program, services, and activities.
- 4.1.4 Be able to provide all services listed in Section 3.3 above as explicitly stated within this Scope of Work.
- 4.2 SERVICE REQUIREMENTS
- 4.2.1 Schedule a Client Service Plan meeting with the client, and/or the client's representative, and the referring RSA counselor within seven (7) calendar days upon receipt of a Referral for Services form and a written RSA Purchase Authorization to discuss client's participation in Disability Related Employment Services.
- i. Review and be familiar with the referral information and disability related issues submitted by the referring RSA counselor via the Referral for Services prior to the initial meeting with the client.

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

- ii. Complete Client Service Plan form (Exhibit A).
- 4.2.2 Initiate service provision within ten (10) calendar days of the Client Service Plan meeting and receipt of a written RSA Purchase Authorization for Employment Services.
- 4.2.3 Provide training and instruction necessary for the client to develop the skills stated in Client Service Plan form (Exhibit A).

Job Preparation Services

1. Provide training and instruction necessary for the client to develop job search skills. The client shall be able to demonstrate the following skills with or without accommodations:
  - i. Ability to write effective resumes which include a summary of personal contact information, all necessary elements for the job position, work history, educational achievements, work related skills, and other work related achievements; this document will be well-organized, well-written and grammatically correct and well-designed and formatted.
  - ii. Ability to write cover letters, reference letters, set up personal email and voicemail accounts, and to compile a master application which completes a career portfolio; these documents are to be accurate, grammatically correct, and typed.
  - iii. Ability to properly complete job applications, either online or hardcopy.
  - iv. Ability to utilize various job search methods and websites including, register within each job site, filter for specific career outcomes within each site, and upload required documents into job search websites.
  - v. Ability to gather employers' contact information such as email, phone contact(s) and voicemail.
  - vi. Ability to learn and utilize job interviewing skills.

Job Development and Placement

1. Negotiate with employers to create, modify or restructure a community-based job such that can be performed by the client while meeting the needs of the employer.
2. Assist the client with the following:
  - i. Finding a job placement that is individualized to the client's work preferences and strengths and ensure a good employer/employee match.
  - ii. Applying for positions which match the vocational goal, actively searching for suitable employment, attending job fairs, and conducting follow up calls with employers.
  - iii. Building and utilizing community networks and natural supports throughout the process for information and support (e.g. family, friends, previous coworkers, or other community agencies,.) based on the client's individual choice.
  - iv. Determining whether to disclose disability to an employer, ensuring that the clients have all necessary information available on the potential ramifications of their choices, and promoting their preferences and self-determination.
  - v. Reviewing and completing initial employment paperwork, accommodating non-work schedules, understanding work dress/uniform requirements, and other employment support needs.
  - vi. Evaluating employment stability and job satisfaction at least fifteen (15) days after job placement in the same job.

Job Retention

1. Assist the client in maintaining stable employment for a period of not less than ninety (90) days after job placement in the same job.
2. Develop the skills necessary to appropriately request personal leave, sick leave, address unplanned absence and respond to a behavioral health crisis or other crisis.
3. Develop conflict resolution skills to effectively work with coworkers, customers, and supervisors.

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

4. Assist the client in understanding income reporting requirements of Social Security Administration and completing the necessary paperwork.
5. Assist the client in building and utilizing natural supports at work and in the community to secure long term successful job retention.
6. Provide face-to-face contacts and/or follow up contact, which may include daily or weekly job coaching support based on the job performance and skill acquisition as reported by the client/employer/vendor.
7. Assist the client in successfully transitioning to extended supported employment services.

4.2.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client.

4.2.5 Use appropriate instructional techniques and resources with respect to cultural, gender, and lifestyle differences.

4.2.6 Monitor the client's progress and provide ongoing support/feedback to help the client understand his/her strengths and limitations, and encourage the client to improve his/her skills and behaviors.

- i. If requested by the RSA counselor, schedule a meeting with the client and counselor to discuss client progress and skill acquisition.

4.2.7 Notify the referring RSA Counselor as follows:

1. Monthly regarding the client's progress by completing and submitting the Monthly Progress Report form (Exhibit B).
2. Verbally within one (1) calendar day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s).
3. Obtain the RSA Counselor's approval in the form of a new or an amended RSA Purchase Authorization prior to making any changes to the level of service provision (e.g. increase or decrease of units of service or changing the service setting), and at least five (5) calendar days prior to the expiration of the RSA Purchase Authorization. Verbal authorizations are not permitted. If the client's service objectives change during the service provision, revise the Client Service Plan form (Exhibit A), include the date of revision, and obtain approval and signature of the RSA Counselor and the client or the client's representative, in Section IV of the Client Service Plan (Exhibit A).
4. Verbally or via email within three (3) calendar days of client obtaining employment; then complete and submit Section III Employment Placement Information of Monthly Progress Report form (Exhibit B) within five (5) calendar days following client obtaining employment.
5. After service closure, within fifteen (15) calendar days, by completing and submitting the Service Closure Report form (Exhibit C), Section II for successful closures or Section III for unsuccessful closures.

4.3 **QUALIFICATIONS REQUIREMENTS**

4.3.1 Utilize personnel (employees or subcontractors) who meet the following requirements to oversee the services provided under this Contract and prepare progress reports:

1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one year of full time employment working with individuals with disabilities; or
2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of two years full time employment in working with individuals with disabilities; or
3. A high school diploma or G.E.D. and documentation of five (5) years of experience directly working with individuals with disabilities, preferably involved in the provision of vocational rehabilitation services.

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

- 4.3.2 Utilize personnel who do not have the above qualifications, but who provide direct services under this Contract, who have a high school diploma or G.E.D. and one (1) year of documented experience (preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services). These individuals may be utilized as follows:
1. On a limited basis and when assigned tasks considered preliminary or less technical in nature, and
  2. Under the direction and supervision of a staff member who meets the criteria in 4.3.1 above.
- 4.3.2 Sign Language Interpreting personnel shall have:
1. A documented Sign Communication Proficiency Interview (SCPI) rating of Intermediate and above; or
  2. American Sign Language Teacher's Certification (ASLTA) Qualified or Professional levels; or
  3. Any of the following national certification for sign language interpreting *and a valid license for interpreting in the State of residence or in State of Arizona when services are provided in Arizona*:
    - i. National Interpreter Certification (NIC);
    - ii. Registry of Interpreters for the Deaf (RID)/Certificate of Interpretation; or
    - iii. National Association of the Deaf Interpreting Certification (NAD) IV or V.
- 4.3.3 Foreign Language personnel shall have basic competence in the subject language and ability to interpret effectively, accurately and impartially.
- 4.3.4 If the Contractor provides its own vehicular transportation of clients, or uses a private provider or volunteer-driven vehicles to transport clients, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the Contractor shall have all applicable permits to transport persons, including persons with physical disabilities.
- 4.4 **ADMINISTRATIVE REQUIREMENTS**
- 4.4.1 Establish and maintain a case file record for all RSA clients who received these services to include the following:
1. RSA Referral for Services.
  2. RSA Purchase Authorization(s).
  3. Client Service Plan (Exhibit A), Monthly Progress Report (Exhibit B), and Service Closure Report (Exhibit C).
  4. The Contractor's personnel time spent providing service.
  5. Other documents relevant to the service provision.
- 4.4.2 Maintain a quality management plan in order to continuously monitor the delivery of services that meets the client's objectives to include the following:
1. Incident management, corrective action and preventions.
  2. Complaints and grievances.
  3. Monitoring and evaluation the service provision, i.e., measurement of outcomes as it relates to the client's objectives, and the improvement of the quality of services.
  4. Routine monitoring of Contractor personnel and subcontractors to ensure the effectiveness of the relationship between the client, direct service personnel, and RSA Counselor.
- 4.4.3 Adhere to the Code of Conduct applicable to the Contractor (Exhibit D).

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

- 4.4.4 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services.  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_02/34cfr361\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html)

**5.0 PERFORMANCE EVALUATION**

- 5.1 The Contractor shall meet the following minimum acceptable performance standards during the contract year:
- 5.1.1 **Performance Standard #1:** At a minimum, 80% of the ADES/RSA clients referred for services shall be accepted by the Contractor.
- 5.1.2 **Performance Standard #2:** At a minimum, 60% of clients who were accepted by the Contractor and shall achieve a job placement (see Scope of Work Definitions).
1. Clients who drop out of the program due to their dissatisfaction with the quality of the Contractor's service provision will be counted toward the Performance Standard #2.
  2. Clients who drop out due to their own personal reasons, other than dissatisfaction with the Contractor's service provision, (e.g. medical reason, became incarcerated, closed by RSA, or other reasons that cannot be attributed to the quality of the Contractor's service provision, etc.) will not be counted toward the Performance Standard #2.
  3. Post-Employment and Job Retention services will not be included when calculating the Performance Standard #2.
- 5.2 RSA will conduct ongoing evaluation of the Contractor's performance through the Contractor's monthly reports, and the data collected through the RSA Database.

**6.0 PAYMENT**

- 6.1 Payment rate is all inclusive, which means it includes the Contractor's staff time, administrative cost, research, report preparation, travel time, mileage, time lost due to client missed appointment ("no shows"), sign language and foreign language interpreting, and other cost associated with the service provision. RSA will not pay for these costs separately.
- 6.2 **PAYMENT UNITS.** The RSA Fee Schedule is based on the service setting and travel requirements for the service provision.
- 6.2.1 **Hourly Rate-Individual Setting.** One (1) Hour or sixty (60) minutes of actual time spent providing services to one (1) RSA client.
1. Facility Based Service Provision means that services are provided at the Contractor's business location or facility location.
  2. Local Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is less than 35 miles.
  3. Distant Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 35 miles and less than 60 miles.
  4. Long Distance Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 60 miles.
- 6.3 The Contractor shall bill RSA only for the number of hours that have been provided up to the number of service units authorized by the RSA Counselor. The number of service units authorized by the RSA Counselor is based on the individual client's needs as discussed and agreed among the RSA Counselor, the client and the Contractor prior to authorizing services.
- 6.4 Billable time for Hourly Rate

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

- 6.4.1 The Contractor shall bill for actual time spent with: the client, and/or the client's RSA Counselor to discuss client case; and /or employers who provide services to either face-to-face or using other communication methods (e.g. phone calls) when service provision is fifteen (15) minutes or more.
- 6.4.2 A partial hour shall be billed in increments of a quarter of an hour (15 minutes). The Contractor may round the total time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.
- 6.5 If the Contractor becomes the client's employer, RSA will not pay for job retention service hours.

**7.0 REPORTING REQUIREMENTS**

The Contractor shall submit the following reporting documents:

7.1 TO RSA PAYMENT AND BILLING UNIT

By mail:

RSA Payment and Billing Unit  
PO BOX 6877  
Phoenix AZ 85005

By email:

[AIBInvoiceScanning@azdes.gov](mailto:AIBInvoiceScanning@azdes.gov)

- 7.1.1 A complete and accurate *Contractor Invoice Form* (Exhibit E) within fifteen (15) calendar days following the month in which services were provided along with the following complete and accurate reporting forms:
1. Client Service Plan (Exhibit A) following a client service plan meeting and accompanying the Monthly Progress Report (Exhibit B), when a revision of service has occurred.
  2. Monthly Progress Report (Exhibit B) including a copy of the resume and master application.
  3. Monthly Progress Report (Exhibit B) Section III: Employment Placement Information. The Contractor shall submit a copy of this form to the referring RSA Counselor within five (5) calendar days following job placement.
  4. Service Closure (Exhibit C) within fifteen (15) calendar days of service closure.

7.2 TO REFERRING RSA COUNSELOR

- 7.2.1 Any unusual incidents verbally within one (1) calendar day of the occurrence and a written report of the unusual incident shall be submitted within three (3) calendar days to the referring RSA Counselor. Unusual incidents include, but are not limited to:
1. Death of a client;
  2. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
  3. When the Contractor suspects that a client may be missing;
  4. Suicide attempts by the client;
  5. Client posing a threat to the physical or emotional well-being of an individual or Contractor's staff.

- 7.2.2 A verbal notification of any absences by a client within twenty-four (24) hours and a written notice within three (3) calendar days.

7.3 TO RSA CONTRACTS UNIT BY EMAIL at [RSAContractsUnit@azdes.gov](mailto:RSAContractsUnit@azdes.gov)

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

- 7.3.1 *Facility Location Chart* to report any changes in Service Location or addition and deletion of subcontractors.
  
- 7.4 TO THE RSA MONITORING UNIT  
BY EMAIL TO [RSAContractMonitors@azdes.gov](mailto:RSAContractMonitors@azdes.gov)
- 7.4.1 Current Certificate of Insurance, as required in the DES Special Terms and Conditions, no later than ten (10) days prior to the expiration of the existing Certificate of Insurance.
  
- 7.5 OTHER REPORTS
- 7.5.1 RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision and contract performance. Reporting requirements may change during the contract term. The Contractor will be notified in writing about any change in reporting forms.

**SCOPE OF WORK  
EMPLOYMENT SERVICES  
DISABILITY RELATED EMPLOYMENT SERVICES**

**RSA FEE SCHEDULE**

<b>SERVICE</b>	<b>FEE PER HOUR</b>
Facility Based	\$70.00
Local Itinerant	\$80.00
Distant Itinerant	\$100.00
Long Distance Itinerant	\$120.00

Scope of Work Definitions  
Disability Related Employment Services

1. Customized Employment means individualizing the employment relationship in ways that meets the needs of both employees and employers. It is based on an individualized determination of the strengths, needs, and interests of the person with a disability, and is also designed to meet the specific needs of the employer.
2. Competitive Employment means work that is performed on a full-time or part-time basis in an integrated setting; and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled.
3. Extended Supported Employment means ongoing services, which are being subsidized by an agency other than RSA, are needed to support and maintain the client in employment after successful job placement and completion of IPE services in the VR program.
4. Integrated Employment means employment in which individuals with disabilities interact with non-disabled individuals (other than support staff) to the same extent that non-disabled individuals in comparable positions interact with other persons.
5. Job Placement shall meet the following criteria:
  1. The client is working successfully in a competitive, integrated setting in a job which is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon hours and maintains the agreed-upon hours for a minimum of 3 days.
  2. The client, Counselor, and Contractor consider the employment to be satisfactory and agree that the client is performing well on the job.
6. Individualized Plan for Employment (IPE) means a written program of service developed with the client that comprehensively documents the purpose, goals, responsibilities, and services necessary for a client's successful rehabilitation.
7. Job Retention means support services provided to an individual who is employed in order to stabilize the placement and promote continued employment for a period not less than 90 days after job placement in the same job.
8. Post-Employment Services means one or more Vocational Rehabilitation services that are provided following the achievement of an employment outcome and that are necessary for an individual to maintain, regain, or advance in employment, consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

# UNIFORM TERMS AND CONDITIONS

## Version 9

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"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.
- 1.8. *"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.
- 1.9. *"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.
- 1.10. *"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.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

### 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract 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.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **3. Contract Administration and Operation**

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, 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.
- 3.2. 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.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. 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.
- 3.8. 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 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.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.

Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. 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 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.
  - 4.3.4. IRS W9 Form. 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.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. 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 State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.

#### 5. Contract Changes

- 5.1. Amendments. 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.

- 5.2. Subcontracts. 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. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
  - 6.2.2. Public Agency Language 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."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
  - 6.4.1 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 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.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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.

6.4.4. 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.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. 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 Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **8. State's Contractual Remedies**

- 8.1. 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 Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. 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.
- 8.2.2. 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.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. 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.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement 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.
- 9.3. 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.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, 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 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.
- 9.5. Termination for Default.
- 9.5.1. 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.
- 9.5.2. 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.

9.5.3. 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.

9.6. 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.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **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).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
SPECIAL TERMS AND CONDITIONS  
Professional Services/Auto /Children-Vulnerable Adult Specific Term**

- 1.0** **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 **"Award Date"** means the date the contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 1.2 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.3 **"Effective Date"** means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 1.4 **"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).
- 1.5 **"May"** indicates something that is not mandatory but permissible.
- 1.6 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.7 **"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.
- 1.8 **"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
- 2.0** **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which 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:
- 2.2 "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."
- 3.0** **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 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:
1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
  2. Summary schedule of prior audit findings
  3. Auditor's Reports (detailed in the A-133)
  4. Corrective Action Plan.
- 3.2 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 Reports Section in the Scope of Work.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 4.0 **Availability of Funds.**
- 4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 5.0 **Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 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.
- 5.3 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.
- 5.4
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.
- 5.5 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>

- 5.6 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.
- 5.7 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 form is located at: <https://www.azdes.gov/opac/>
- 6.0 Certification of Cost or Pricing Data.**
- 6.1 By submittal of the offer, the Contractor is certifying 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 certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 7.0 Certification Regarding Lobbying.**
- 7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)
- 8.0 Code of Conduct.**
- 8.1 The Contractor shall avoid any action that might create or result in the appearance of having:
1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
  2. Acted on behalf of the State without appropriate authorization;
  3. Provided favorable or unfavorable treatment to anyone;
  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;
  5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
  6. Loss of impartiality when advising the State
- 9.0 Competitive Bidding.**
- 9.1 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.
- 10.0 Compliance with Applicable Laws.** In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
- 10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 10.2 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.
- 10.3 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 .
- 10.4 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.

10.5 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.

**11.0 Confidentiality.**

11.1 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.

11.2 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.

**12.0 Contract Term and Option to Extend.**

12.1 The term of the resultant contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State.

12.3 The State shall have the unilateral right to extend the contract by one-year periods, or portions thereof, for a total contract term not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

**13.0 Cooperation.**

13.1 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).

**14.0 Data Sharing Agreement.**

14.1 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 DES 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 DES Program sharing confidential data.

**15.0 Equipment.**

15.1 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.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.
- 16.0 Reserved.**
- 17.0 Evaluation.**
- 17.1 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.
- 17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.
- 18.0 E-Verify.**
- 18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :
- 18.2 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 as may be amended. (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.")
- 18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.
- 19.0 Fair Hearings and Service Recipients' Grievances.**
- 19.1 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.

- 19.2 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.
- 20.0 Federal Immigration and Nationality Act.**
- 20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:
- 20.2 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.
- 20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.
- 21.0 Fees and Program Income.**
- 21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 22.0 Fingerprinting.**
- 22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
- 22.3.1 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 have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
- 22.3.2 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.
- 22.4 Federally recognized Indian tribes will 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. § 36-594.01 (as may be amended).
- 23.0 Inclusive Contractor.**
- 23.1 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.

**24.0 Indemnification and Insurance.**

**24.1 Indemnification Clause:**

- 24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**24.2 Insurance Requirements:**

- 24.2.1 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.

- 24.2.2 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.

**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 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 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 contracting agency in consultation with the Department of Administration, Risk Management Division. 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 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(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 24.2.2(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 24.0 above.

- 25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 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.
- 26.0 Levels of Service.**
- 26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or 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.
- 26.2 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.
- 26.3 Any administration within the Department may obtain services under this contract.
- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 26.6 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.
- 27.0 Monitoring.**
- 27.1 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.
- 28.0 Non-Discrimination.** In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- 28.1 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.
- 28.2. 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.
- 28.3 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.
- 28.4 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)*"

**29.0 Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 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:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
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
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

**30.0 Reserved**

**31.0 Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

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. Division/Administration Special Terms and Conditions;
  2. ADES Special Terms and Conditions;
  3. Uniform Terms and Conditions;
  4. Scope of Work or Specification;
  5. Attachments;
  6. Exhibits;
  7. Documents referenced or included in the Solicitation.

**32.0 Pandemic Contractual Performance.**

32.1 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:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 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:

1. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. 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.

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).

**33.0 Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

- 33.1 **Rate (or) Fixed Price-** The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and the amount of the Release Order may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.
- 33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. 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.
- 33.3 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 offset the amount or withhold payment up to the amount in dispute or default.
- 33.4 Under no circumstances will the Department make payment to the Contractor that exceeds the units authorized as stated in section 33.1.
- 33.5 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.

**34.0 Payment Recoupment.**

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
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 these terms and conditions;
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;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
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.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

**35.0 Personnel.**

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

**36.0 Predecessor and Successor Contracts.**

36.1 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.

**37.0 Professional Standards.**

37.1 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, numbers of staff and individuals identified by name must be maintained as presented in the contract.

**38.0 Rate Increase.**

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

38.3 The Contractor shall submit the request for a rate increase to:

**Procurement Manager, Contracts Administration**  
ADES Office of Procurement  
1789 West Jefferson, Site Code 805Z  
Phoenix, Arizona, 85007

**39.0. Records.** In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
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;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. For Fixed Price with Price Adjustment contracts, include:
  1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
  2. 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;
  3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
  4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 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 provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

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.
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.

**40.0 Relationship of Parties.**

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. 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.
2. 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.

**41.0 Reporting Requirements.**

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. 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.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

**42.0 Responsibility for Payments Indemnification.**

42.1 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.

**43.0 Reserved.**

**44.0 Subcontracts.** In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

44.1 Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:

44.1.1 Be on the Contractors company letterhead;

44.1.2 Be signed by an authorized representative of the Contractor; and

44.1.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

44.1.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.

- 44.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request.
- 45.0 Substantial Interest Disclosure.**
- 45.1 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.
- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 46.0 Supporting Documents and Information.**
- 46.1 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.
- 47.0 Suspension or Debarment.**
- 47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).
- 48.0 Technical Assistance.**
- 48.1 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.
- 49.0 Termination for Any Reason.**
- 49.1 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.
- 49.2 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.
- 49.3 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.

- 50.0 Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:
- 50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 51.0. Transfer of Knowledge.**
- 51.1 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.
- 52.0 Transition of Activities.**
- 52.1 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.
- 53.0 Unallowable Costs.**
- 53.1 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.
- 53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
1. OMB Circular A-87 for State, local and Indian Tribal Governments.
  2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
  3. OMB Circular A-21 for educational institutions.
  4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.
- 54.0 Visitation, Inspection and Copying.**
- 54.1 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.
- 55.0 Warranty of Services.**
- 55.1 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
- 56.0 Limited English Proficiency**
- 56.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).
- 57.0 Cooperation with the Department's Investigation**

**57.1** All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

**SERVICE FACILITY LOCATION INFORMATION**

Contractor's Name: Gila County dbe /  
GILA EMPLOYMENT & SPECIAL TRAINING

*This is the legal business name from the W-9 form.*

Contractor's Days and Hours of Operations: M-F 8am - 3pm  
 Business is closed on the following holiday: ALL STATE HOLIDAYS

Address (City, State, Zip Code) where RSA Purchase Authorization will be mailed  
5515 S. Apache Ave Suite 200 Globe, AZ 85501  
 Address (City, State, Zip Code) where RSA Payment will be mailed  
5515 S. Apache Ave Suite 200 Globe, AZ 85501  
 Address (City, State, Zip Code) where clients will receive services (a physical Service Location/Facility):  
SAA

This Facility is  
 owned by the Contractor  
 leased by the Contractor

Contact Information for Service Location  
 Name: MALISSA BUZAN & HELENE LOPEZ  
 Phone Number: (928) 425-7631 ext 8664  
 Fax Number: (928) 425-9468  
 Email Address: mbuzan@gilacountyaz.gov & hlopez@gilacountyaz.gov

Contractor will **serve and travel** throughout the following counties:

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

All services will be available in each County checked above. YES  NO   
 If NO, attach a separate list of service types that will be provided in each county.

Contractor will provide services at various public location(s) in the community.  
 Attach a separate listing of the proposed public locations.

**SERVICE FACILITY LOCATION INFORMATION**

**CONTRACTOR'S SUBCONTRACTOR INFORMATION**

Contractor's Name: Gila County dba Gila Employment & Special Training

Complete this form for each Subcontractor

Subcontractor's Name:

Subcontractor's Business Address:

Subcontractor's Phone Number:

Subcontractor's Email Address:

Is Subcontractor a Small Business: YES  NO

Type of goods/services to be provided by Subcontractor:

The certification required of Subcontractor (if any):

The amount of time or effort (as a percent of total contract performance) that Subcontractor will perform in relation to total performance of the contract's requirements:

Description of the quality assurance measures that the Contractor will use to monitor the subcontractor's performance:

Check County (ies) where this Subcontractor will provide services to clients:

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

County:  
Address:  
Service Type:

# Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

## General instructions:

1. Form GAO-W-9 should be completed by computer (electronically).
2. Vendor must type or legibly print all 'Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

## Specific instructions:

### Type of Request

Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. When selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

### Taxpayer Identification Number (TIN)

#### Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)

Required. Enter your 9 digit Social Security Number (SSN) OR Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

### Entity Name

#### Legal Name

Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals:** Enter First Name, Middle Name, Last Name
- **Sole Proprietorships:** Enter First Name, Middle Name, Last Name
- **ALL Others:** Enter Legal Name of the Business.

### Entity Type

Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

### Minority Business Indicator

Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:

<http://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm>

**Main Address-Required and Remittance Address-Optional** Check 'Same as Main' if the Remit to Address is the same as the Main Address entered.

#### Doing Business As (DBA)\Branch\Location

Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

## Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

**Main Address cont.-Required and Remittance Address-Optional** Check 'Same as Main' if the Remit to Address is the same as the Main Address entered.

### Address

Required. Enter under the 'Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

### City

Required. Enter your city.

### State

Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

### Zip code

Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

## Contact Information-Required

### Name

Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

### Title

Optional. If the form is completed on behalf of a business, please enter your title.

### Phone#

Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

### EXT

Optional. Enter the contact's phone number extension, if applicable.

### email

Optional. Enter the contact's email address. Must be in the format: email@address.com.

### Fax

Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

## Certification

### Exempt from backup withholding

Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

### Signature

Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

### Title

Required. Enter the title of the person who signed/certified the form.

### Current Date

Required. This field will default to the current date if form is completed electronically.

**Do not complete any remaining fields; they are reserved for use by the State of Arizona.**

## Additional Information

For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: [www.irs.gov](http://www.irs.gov).

**Instructions for Certification  
Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.



		POLICY NUMBER		Page 1
		DES 1-01-34		
CHAPTER		ARTICLE		
01 Department of Economic Security		01 Director		
SUBJECT		EFFECTIVE DATE	REVISION	
34 Limited English Proficiency (LEP)		August 8, 2014	2	

**DES 1-01-34**  
**Limited English Proficiency (LEP)**

**I. POLICY STATEMENT**

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

**II. AUTHORITY**

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

### III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01      *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page:  
<http://intranet.azdes.gov/main.aspx?menu=84&id=14558>.

### IV. AUTHORITY

**Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.  
Arizona Constitution, Article 28**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- (1) "A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
  - (i) Deny an individual any service, financial aid, or other benefit provided under the program;
  - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;
- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

### V. DEFINITIONS

**Customer:** Any applicant, claimant, or recipient of Department services, including LEP customers.

**Executive Leader:** The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

**Interpret:** Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

## VI. STANDARDS

### A. Overview

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

**B. General Statement**

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

**C. Compliance and Enforcement**

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

**D. Work Unit Procedures**

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

**E. Needs And Capacity Assessment**

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.
4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***
  - a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.
  - b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

#### **F. Oral Language Assistance**

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

- a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.
  - b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.
  - c. Orally translating vital documents into languages other than English for LEP customers.
2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
3. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff* employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
- a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.
  - b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

#### **G. Translation of Written Materials**

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- a. Applications;
  - b. Recertification or renewal applications;
  - c. Documents that require a response;
  - d. Letters or other written documents that contain information regarding participation in a program;
  - e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
  - f. Consent and complaint forms;
  - g. Appeal rights and grievance procedures;
  - h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
  - i. Notices advising LEP persons of free language assistance; and
  - j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:
- a. The Department Office of Graphics and Design; or
  - b. A state-approved translation contract.

Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

## H. Institutional Considerations for Translation

1. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
2. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
3. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
4. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

## I. Training

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. ***General training.*** For all staff on the importance of providing services for individuals with LEP.
2. ***Work unit-specific training.*** To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. **Technical assistance training.** For LEP contact staff.
4. **Management level training.** For supervisors and administrative staff assisting staff with direct customer contact.

**J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach**

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.
2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.
3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.
4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

**K. Monitor Access to Language Assistance**

1. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

- a. Current LEP populations in service areas or population or specific populations encountered;
  - b. Frequency of encounters with LEP customers;
  - c. Nature and importance of activities to LEP customers;
  - d. Availability of resources, including technological advances, additional resources, and the costs imposed;
  - e. Whether existing assistance is meeting the needs of the LEP customers;
  - f. Whether staff know and understand the LEP procedures; and
  - g. Whether identified sources for assistance are still available and viable.
2. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
- a. Has up-to-date information on language needs in the communities it serves;
  - b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
  - c. Translates vital written documents into the languages needed by the communities being served;
  - d. Has adequate supplies of translated materials;
  - e. Trains those staff required to be trained in LEP activities; and
  - f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

#### **L. Provision of Technical Assistance**

***Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.*** The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

**M. Issue Resolution**

1. ***Work unit level process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.
  - a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.
  - b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.
  - c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
  - d. The Level I process shall include the following:

The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.
2. ***Department Level Process:*** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.
  - a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

- b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

**N. Reporting**

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).



DEPARTMENT OF ECONOMIC SECURITY  
*Your Partner For A Stronger Arizona*

Douglas A. Ducey  
Governor

Timothy Jeffries  
Director

## Notice of Intent

The Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) is interested in entering into a contract with your Agency for the provision of **Disability Related Employment Services**.

Enclosed you will find the following documents that comprise the contract. Please review each document, complete the required forms/attachments and submit the entire package back to the RSA Contract Unit at the address below:

1. Uniform Terms and Conditions
2. DES Special Terms and Conditions
- 2a. Certification Regarding Lobbying\*
- 2b. Certification Regarding Debarment\*
- 2c. Exhibit Limited English Proficiency
  
3. Scope of Work
- 3.1 Scope of Work, Definitions
  
4. Attachments:
  - Contract Signature Page\*
  - State of Arizona Substitute W-9\*
  - Sole Proprietor Waiver(if applicable)\*
  - Independent Contractor Agreement (if applicable)\*
  - Facility Location Chart\*
  - Contractor's Qualifications Profile\*
  - Request for Search of Central Registry Background Check \* *for each employee/subcontractor who will provide direct client services. This form is to be DIRECTLY submitted to one of the addresses on the first page of the form.*
  - A Data Sharing Agreement form will be sent to you after the contract award.
  
5. Exhibits:
  - Exhibit A Client Service Plan
  - Exhibit B Monthly Progress Report
  - Exhibit C Service Closure Report
  - Exhibit D Code of Conduct
  - Exhibit E Contractor Invoice

*The documents with an \* need to be completed by you before you submit back to RSA.*

After RSA reviews your completed documents and if all requirements are met, RSA will send you an executed contract.

Prior to services being provided through the resultant contract, a current certification of insurance with the limits and requirements as stated in the DES Special Terms and Conditions will be required. Services are not to be provided until you receive Purchase Authorization.

MAIL the required documents by **June 15, 2015** to the following address:

*ADES, RSA Contracts Unit Manager  
1789 West Jefferson Street, 2nd FL. NW Site Code 930A Phoenix, AZ 85007-3202*

In addition to submittal of the required documents, you must be registered as a vendor in ProcureAZ, Arizona's electronic procurement system. To register as a vendor, please go to: <https://procure.az.gov>. There are instructions on the website to register. Ensure that the ProcureAZ registration matches the legal name on the State of Arizona Substitute W-9 and that name matches the name for which you are registered with the Internal Revenue Service.

If you have any contract related questions, please contact Curtis Bruns at (602) 542-6012.

**Certification Regarding:**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County dba Gila Employment & Special Training  
Name of Agency /Organization

Michael A. Pastor, Chairman  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Bryan Chambers  
Deputy County Attorney/Civil Bureau Chief



**DEPARTMENT OF ECONOMIC SECURITY**  
*Your Partner For A Stronger Arizona*

Contract between the Department of Economic Security (the "Department") and  
Gila County dba Gila Employment & Special Training (the "Contractor").

WHEREAS the Contractor is:

- a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
- a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective the date of last signature, and shall terminate on June 30, 2016 unless extended according to the DES Special Terms and Conditions.

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 THE CONTRACTOR

\_\_\_\_\_  
*Procurement Manager Signature*

\_\_\_\_\_  
*Signature of Authorized Individual*

\_\_\_\_\_  
*Typed Name*

**Michael A. Pastor**

\_\_\_\_\_  
*Typed Name*

\_\_\_\_\_  
*Title*

**Chairman**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*DES Contract I.D. No.:*

**DE126000-001**

\_\_\_\_\_  
*Contractor Mailing Address:*

5515 S. Apache Ave Suite 200  
Globe, AZ 85501

\_\_\_\_\_  
*Contact Name: HELENE LOPEZ*

\_\_\_\_\_  
*Title: Program Manager*

\_\_\_\_\_  
*Phone Number: (928) 402-8604*

\_\_\_\_\_  
*Fax Number: (928) 425-9468*

\_\_\_\_\_  
*E-Mail Address: hlopez@gila-county.az.gov*

Approved as to form:

\_\_\_\_\_  
**Bryan Chambers**

**Deputy County Attorney/Civil Bureau Chief**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION <u>Gila County dba Gila Employment &amp; Special Training</u>			
<b>Michael A. Pastor</b>			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:			
* First Name:	Middle Name:	* Last Name:	Suffix:
* Title: <u>Chairman</u>			
* SIGNATURE:		* DATE:	

Approved as to form:

Bryan Chambers  
Deputy County Attorney/Civil Bureau Chief

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Disability Related Employment Services  
CLIENT SERVICE PLAN

**Section I: Basic Information**

Date of Service Plan Meeting:	
Client Name:	
Client's Guardian/Representative (if applicable):	
Contractor Name/Contractor Representative:	
Contract Number:	Authorization Number:
VR Counselor:	

**Section II: Client Preferences**

Service: <input type="checkbox"/> Employment Services <input type="checkbox"/> Supported Employment Services <input type="checkbox"/> Revision Date:	
Anticipated Start Date:	Anticipated Hours per Month:
Client's Vocational Goal:	
Work Preferences (full time/part time, hours, etc.):	
Specific barriers to employment:	
Accommodations needed in the workplace:	
Additional Comments:	

Arizona Department of Economic Security  
 Rehabilitation Services Administration  
 Disability Related Employment Services  
 CLIENT SERVICE PLAN

**Section III: Employment Services**

<input type="checkbox"/> Teach skills necessary for client to: <ul style="list-style-type: none"> <li>• Develop resume, cover letter, and separate reference list which are accurate, grammatically correct, and typed.</li> <li>• Complete applications either online or hardcopy</li> <li>• Utilize various job search websites, including but not limited to, registering on each site, filtering for specific career outcomes, uploading documents, etc.</li> </ul>
<input type="checkbox"/> Ensure client contact information such as email, phone contact(s) and voicemail is professional and appropriate;
<input type="checkbox"/> Complete mock interviews to develop interview skills;
<input type="checkbox"/> Specific to IPE employment goal, develop job sites, complete work site analysis for needed accommodations, conduct direct job placements, etc.;
<input type="checkbox"/> Assist client in actively seeking employment opportunities; speaking with potential employers, obtaining and completing applications, and increasing networking opportunities;
<input type="checkbox"/> Monitor the client's progress and provide ongoing support and feedback throughout the provision of Employment Services.
Referral is: <input type="checkbox"/> Accepted <input type="checkbox"/> Declined (please explain):

**Section IV: Signatures**

By signing this form:

- The client and/or their guardian/representative, the Contractor and the Counselor, agree to work together as a team to achieve the client's successful employment specified in this document;
- The Client and/or their guardian/representative, confirm that they fully understand the following:
  1. The Client needs to be actively involved and working toward successful employment.
  2. The impact of employment on their SSI/SSDI benefits, and that it is their responsibility to report their earnings to the Social Security Administration (SSA) each month.

Client:	Date:
Client Guardian/Representative (if applicable):	Date:
VR Counselor:	Date:
Contractor Representative:	Date:

Arizona Department of Economic Security  
 Rehabilitation Services Administration  
 Disability Related Employment Services  
 MONTHLY PROGRESS REPORT

**Instructions:** Complete Section I: Basic Information, Section II: Progress Reporting, and Section IV: Signatures monthly. Write 3 months of consecutive progress notes on each Client Monthly Progress Report. Submit entire report with every invoice. Complete Section III Employment Placement Information and submit to counselor within 5 days of client employment.

**Section I: Basic Information**

Client Name:	
Contractor Name/Contractor Representative:	
Contract Number:	Authorization Number:
VR Counselor:	

**Section II: Progress Reporting**

1. Teach skills necessary for client to:
  - Develop resume, cover letter, and separate reference list which are accurate, grammatically correct, and typed.
  - Complete applications either online or hardcopy
  - Utilize various job search websites, including but not limited to, registering on each site, filtering for specific career outcomes, uploading documents, etc.
2. Ensure client contact information such as email, phone contact(s) and voicemail is professional and appropriate;
3. Complete mock interviews to develop interview skills;
4. Specific to IPE employment goal, develop job sites, complete work site analysis for needed accommodations, conduct direct job placements, etc;
5. Assist client in actively seeking employment opportunities, speaking with potential employers, obtaining and completing applications, and increasing networking opportunities
6. Monitor the client's progress and provide ongoing support and feedback throughout the provision of Employment Services.

Month	Describe client progress in achieving service plan objectives including obtained and/or improved skills, activities engaged in, tasks completed, and client feedback provided. Identify any barriers/concerns/recommendations. Include hours and dates of service.	Total Billable Hours

**Section III: Employment Placement Information**

Date of Placement:
Employer Name:
Employer Address:

Arizona Department of Economic Security  
 Rehabilitation Services Administration  
 Disability Related Employment Services  
 MONTHLY PROGRESS REPORT

Employer Phone:
Job Title:
Job Duties:
Job Modifications/Accommodations:
Hours per week:
Rate of Pay (please specify if pay rate is: hourly/ weekly/ bi-weekly/ or monthly):
Benefits Available: <input type="checkbox"/> Medical <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation <input type="checkbox"/> Retirement/Pension Plan
Are the wages and level of benefits comparable to that paid by the employer for same or similar work performed by individuals without disabilities? <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)

**Section IV: Signatures**

Contractor Month 1:	Date:
Contractor Month 2:	Date:
Contractor Month 3:	Date:

Arizona Department of Economic Security  
 Rehabilitation Services Administration  
 Disability Related Employment Services  
**SERVICE CLOSURE REPORT**

**Section I: Basic Information**

Client Name:	
Contractor Name/Contractor Representative:	
Contract Number:	Authorization Number:
VR Counselor:	

**Section II: Successful Service Closure Information**

Date of Service Closure:
Client achieved: <input type="checkbox"/> Successful Employment Outcome <input type="checkbox"/> Successful Supported Employment Outcome
Employer Name:
Job Title:
Job Duties:
Hours per week:
Rate of Pay:
Benefits Available: <input type="checkbox"/> Medical <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation <input type="checkbox"/> Retirement/Pension Plan
Client is taking advantage benefits: <input type="checkbox"/> Medical <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation <input type="checkbox"/> Retirement/Pension Plan

**Section III: Unsuccessful Service Closure Information**

<input type="checkbox"/> Client was not satisfied with the service provision and requested another contractor <input type="checkbox"/> Client moved out of service area <input type="checkbox"/> Client dropped out of services due to health issues <input type="checkbox"/> Client was incarcerated <input type="checkbox"/> Contractor lost contact with the client <input type="checkbox"/> Client circumstances have changed and they no longer wish to pursue employment services <input type="checkbox"/> Contractor can no longer serve client due to organization or business changes <input type="checkbox"/> Contractor no longer willing to work with client <input type="checkbox"/> RSA determined services were no longer appropriate <input type="checkbox"/> Other reason for closure (specify):
--

**Section IV: Signatures:**

Contractor Representative:	Date:
----------------------------	-------

## Exhibit D

### Code of Conduct

The Contractor shall adhere to the following Code of Conduct:

- 1.0 Subcontract with or recommend only those individuals or organizations that are culturally sensitive, who meet accessibility standards for the disabled, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation, or socioeconomic status. Subcontractors and their credentials need to be approved by RSA Central Office prior to providing services under this contract.
- 2.0 The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:
  - 2.1 Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
  - 2.2 Collaborate with RSA Counselors or RSA designated representatives and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
  - 2.3 Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA Counselor or RSA designated representative assigned to the client case.
  - 2.4 Develop and maintain a confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
  - 2.5 Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
  - 2.6 Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
  - 2.7 NEVER:
    - 2.7.1 Engage in any form of intimate and sexual activity with an RSA client.
    - 2.7.2 Enter into any business partnership with an RSA client.
    - 2.7.3 Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
    - 2.7.4 Exploit the client's trust in the Contractor or its personnel for any purpose.
    - 2.7.5 Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

**CONTRACTOR INVOICE FORM**

Billing Period (Month/Day/Year): From \_\_\_\_\_, \_\_\_\_\_ Through \_\_\_\_\_, \_\_\_\_\_  
 Invoice Number: \_\_\_\_\_

Contractor's name:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	Contractor's FEI or SSN Number:
Contracted Service:	
RSA client's name:	

Service	RSA Authorization Number	Number of Units Billed	Contract Rate (\$)	Amount Billed
			\$	
			\$	
			\$	
<b>TOTAL AMOUNT BILLED</b>				

*"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.*

Name, title and phone number of the Contractor's designated person who prepared this form.

Name:

Title:

Phone Number:

Date:

Signature: \_\_\_\_\_

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Information Security Administration,  
1720 W. Madison St., Site 820Z  
Phoenix, AZ 85007  
Phone: (602) 771-2670 · Fax: (602) 364-0481

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

*Gila County dba Gila Employment & Special Training*  
(DES Division/Administration/Program/Office Name or External Organization Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

---

(Division/Administration/Program/Office Name)

Effective Date: _____	Agreement No.: _____
-----------------------	----------------------

**SECTION I. REQUEST (Completed by Requesting Entity)**

*Use attachment if necessary*

1a. PURPOSE OF THIS REQUEST *(What information is being requested and why? How will it be used? Give details/specifics.)*

1b. INFORMATION TECHNOLOGY AND CONNECTIVITY

The requester enters all information required for successful communication between the requesting entity and the DES IT Staff.

Contact Name (1):	Phone: (    )    -
Contact Name (2):	Phone: (    )    -
Contact Address:	
Contact (1) E-Mail Address:	Contact (2) E-Mail Address:
Contact Fax No: (    )    -	

**SECTION I. (cont.) REQUEST (Completed by Requesting Entity)**

*Use attachment if necessary*

**2. CITE LAW, REGULATION, DIRECTIVE OR OTHER BASIS FOR THIS REQUEST**

Blank space for citing law, regulation, directive or other basis for the request.

**3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?**

Yes  No      If Yes, identify entity and reason(s):

Blank space for identifying entities and reasons for interface.

**4. WILL INFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY?**

Yes  No      If Yes, identify entity and reason(s) for disclosure:

Blank space for identifying entities and reasons for disclosure.

**5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES, ETC.**

Yes  No      If Yes, identify entity and reason(s):

Blank space for identifying entities and reasons for data packaging.

**6. DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)**

Blank space for describing desired output.

**7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION**

Blank space for describing safeguards.

PRINT NAME AND TITLE OF AUTHORIZED CONTACT	PHONE NO. (    ) - FAX        (    ) - E-MAIL	DATE	
MAILING ADDRESS/SITE CODE	CITY	STATE	ZIP CODE

<b>SECTION II. STIPULATIONS REGARDING THE USE OF INFORMATION</b>
--

**STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:**

1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Agreement.
4. All data shall be stored in a physically secure facility.
5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Agreement.
7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached. All staff with access to DES systems and/or applications must complete an annual recertification security awareness training class as scheduled by DES.
8. A Request for Terminal Access and Other Activity (J-125) shall be used to request specific access for each authorized staff member and must be signed by the staff supervisor or designee.
9. All authorized staff is required to sign a User Affirmation Statement (J-129), as a condition for using requested data. This affirmation statement must be resigned at three (3) year intervals as scheduled by DES.
10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Agreement, shall be reported promptly to the respective data security analyst.
11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this agreement.
12. This Data-Sharing Agreement will remain in effect for 10 years from the effective date unless otherwise stipulated in Section III or overridden by the Contract, a Memorandum Of Understanding or an InterAgency Agreement. If length is overridden by another document, please reference the document in Section III.

**STIPULATIONS APPLICABLE TO PROVIDER:**

1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
2. Only authorized DES employees will have access to requesting agency employee data.
3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

**STIPULATIONS APPLICABLE TO HIPAA – HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:**

1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
2. If applicable, there is a “Business Associate Contract” [45 CFR 164.502(e), 154.504(e), 164.532(d) & (e)] on file and will be attached to this data sharing agreement as an addendum.



**SECTION V. APPROVAL (Completed by the requesting entity and the data managing program)**

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or omissions attributable to the Requesting Entity.

IN WITNESS HERETO, the PARTIES have executed this Agreement by signature of their duly authorized officials:

**For the Requesting Entity:**

Entity Name \_\_\_\_\_

Print Signatory Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For the Department of Economic Security:**

Entity Name \_\_\_\_\_

Print Signatory Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SECTION VI. APPROVAL (Completed by the Information Security Administration)**

This signed Agreement meets all requirements necessary to permit the controlled sharing of the DES data while simultaneously providing for the protection of the data. I certify that:

- THIS AGREEMENT CONFORMS to DES Information Security Policy.
- THIS AGREEMENT DOES NOT CONFORM to the DES Information Security Policy. Implementation of this Agreement cannot proceed until the following action is taken:

**Carl Carpenter**  
**DES Chief Information Security Officer**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(DATE)

---

#### Equal Opportunity Employer/Program

• Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department 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, contact Paul Chalker, DTS Information Risk Management, 602-771-2675; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

Arizona Department of Economic Security  
Rehabilitation Services Administration  
Disability Related Employment Services

**CONTRACTOR'S QUALIFICATIONS PROFILE**

Contractor's Legal Business Name: Gila County dba Gila Employment + Special Training

Contractor's current employees and subcontractors who will provide Employment Services meet the qualifications requirements stated in Section 4.3 of the Scope of Work. Yes  No

Contractor is currently fully staffed with qualified employees, for delivery of Employment Services in each county proposed to serve. Yes  No

Briefly describe your experience in providing employment services to persons with disabilities:

Briefly describe a plan for being fully staffed with qualified employees, for delivery of the proposed service in each county you propose to serve:

Name of Authorized Individual: \_\_\_\_\_

Signature of Authorized Individual: \_\_\_\_\_

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

**INDEPENDENT CONTRACTOR AGREEMENT**

**NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS.**

**THIS FORM DOES NOT APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.**

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, **A.R.S. § 23-901** (et. seq.), and specifically **A.R.S. § 23-902** (C), (D), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business."

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

**WE THE UNDERSIGNED AGREE THAT THE BUSINESS:**

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

## **INDEPENDENT CONTRACTOR AGREEMENT**

<b>NAME OF INDEPENDENT CONTRACTOR:</b> _____		
<b>ADDRESS / P.O. BOX:</b> _____		
<b>CITY:</b> _____	<b>STATE:</b> _____	<b>ZIP:</b> _____
<b>SIGNATURE OF INDEPENDENT CONTRACTOR:</b> _____		<b>DATE:</b> _____

<b>STATE OF ARIZONA</b>	
<b>AGENCY:</b> _____	<b>AGENCY#:</b> _____
<b>ADDRESS:</b> _____	
<b>CITY:</b> _____	<b>STATE:</b> _____ <b>ZIP:</b> _____
<b>SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR:</b> _____	
<b>DATE:</b> _____	
<b>CONTRACT IDENTIFICATION:</b> _____	

**BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:**

**ARIZONA DEPARTMENT OF ADMINISTRATION  
RISK MANAGEMENT DIVISION - INSURANCE UNIT  
100 NORTH 15<sup>th</sup> AVENUE, SUITE #301  
PHOENIX, AZ 85007**

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

---

<b>Signature of Risk Management Authorized Signer</b>	<b>Date</b>
---	-------------

## REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Arizona Department of Child Safety (ADCS), CHILDS Central Registry and any attached files shall be used as a factor to determine qualifications for individuals applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

**PLEASE FILL OUT THE INFORMATION BELOW.** All fields must be completed, accurately and legibly, type or print only.

**Offeror, Contractor, or Subcontractor Name**

Solicitation Number: Disability Related Employment Services		Contract Number: TBD
Tracking Number ( <i>You must provide your unique tracking number. This number will be used to identify and track this document and the individuals linked to it.</i> )		Check One: <input type="checkbox"/> New Contract <input type="checkbox"/> Contract Extension <input type="checkbox"/> New employee hire
Phone Number	Email Address	
Mailing Address		
Name of Person Authorized to Submit Request Attesting to the Presence of a Signed Direct Service form for each request		
Requester's Signature		Date of Request
Department / Division	Department / Division Contact Person	

**SUBMIT YOUR COMPLETED CENTRAL REGISTRY REQUEST THROUGH ONE OF THE FOLLOWING METHODS:**

**Mail to:** Department of Child Safety  
Office of Licensing & Regulation  
ATT: Central Registry  
PO Box 6123, Site Code 076A  
Phoenix, AZ 85005-6123

**Fax to:** Central Registry Request at 602-265-3993

**Email (secured) to:** DCYFCentralRegistryCheck@azdes.gov

**RESULTS of this check will be:**

1. EMAILED to the address above indicating that one or more individuals on the request was (were) unable to be processed with the information provided; or
2. EMAILED to the address above if all names are cleared; or
3. EMAILED to the address above with information on individuals who are found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. MAILED to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of DCS.

**Internal Use Only:**

For Solicitations Only: DCS Designated Staff (Office of Procurement):

For Contracts: Notify DCS Designated Staff (Program): RSAContractsUnit@azdes.gov

**REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK**  
*(All fields must be completed, accurately and legibly, print or type only)*

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: <i>[See attached document(s)]</i> <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

**REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK**  
*(All fields must be completed, accurately and legibly, print or type only)*

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

**REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK**  
*(All fields must be completed, accurately and legibly, print or type only)*

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No
Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

**REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK**  
*(All fields must be completed, accurately and legibly, print or type only)*

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME	ALIAS (Previously used name(s))
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS (No., Street, City, State, ZIP)	
DCS – INTERNAL USE ONLY (Search results)	
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

# REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, accurately and legibly, print or type only)

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

INDIVIDUAL'S INFORMATION		
NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
DCS – INTERNAL USE ONLY (Search results)		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

# REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, accurately and legibly, print or type only)

## INDIVIDUAL'S INFORMATION

NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
<b>DCS – INTERNAL USE ONLY (Search results)</b>		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

## INDIVIDUAL'S INFORMATION

NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
<b>DCS – INTERNAL USE ONLY (Search results)</b>		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

## INDIVIDUAL'S INFORMATION

NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
<b>DCS – INTERNAL USE ONLY (Search results)</b>		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

## INDIVIDUAL'S INFORMATION

NAME	ALIAS (Previously used name(s))	
SOC. SEC. NO.	DATE OF BIRTH	
ADDRESS (No., Street, City, State, ZIP)		
<b>DCS – INTERNAL USE ONLY (Search results)</b>		
Reports: <input type="checkbox"/> Yes	Number: [See attached document(s)] <input type="checkbox"/> No	Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE	

## DISQUALIFICATION ACTS

A person is disqualified from providing services to DCS clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45 Injuries may require medical treatment
46 P3 Injury to child under age six years
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
54 Sexual behavior within the past 8-14 days
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
66 Significant developmental delays due to neglect
69 Attempted sexual behavior or sexual behavior, 14 days to three years r last occur unknown
72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76 Use of child by parent, guardian or custodian for material gain
82 Parent, guardian or custodian sexually abused a child in past, now in home with a child
83 Attempted sexual behavior or sexual behavioral when last occurred more than three years
101 Death of a child due to neglect
111 Death of a child due to physical abuse or suspicious death
201 Physical abuse high risk
202 Physical abuse moderate risk
301 Neglect, high risk
302 Neglect, moderate risk
401 Sexual abuse, high risk
402 Sexual abuse, moderate risk
403 Sexual Abuse, low risk
404 Sexual Abuse, response 4
501 Emotion Abuse, high risk
502 Emotional abuse, moderate risk

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department 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, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DCS services is available upon request. • Disponible en español en línea o en la oficina local.



# State of Arizona Substitute W-9 & Vendor Authorization Form

**Purpose:** Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

**Instructions:** Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

**Return completed form to the state agency with whom you do business, for review and authorization.**

See instructions below or refer to the IRS instructions at [www.irs.gov](http://www.irs.gov) for details on completing this form.

**Type of Request (Must select at least ONE)**

New Request

New Location  
(Additional Mail Code)

Change (Select the type(s) of change from the following:

- Tax ID    Legal Name    Entity Type    Minority Business Indicator
- Main Address    Remittance Address    Contact Information

**Taxpayer Identification Number (TIN) (Provide ONE Only)**

Social Security Number (SSN) [ ] - [ ] - [ ]

OR Federal Employer Identification Number (FEIN) 86 - 6000444

**Entity Name Must Provide Legal Name (\*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)**

Legal Name\* **Gila County Treasurer**

**Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)**

- Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)    State of Arizona employee (1E)   STATE HRIS EIN [ ]
- Corporation NOT providing health care, medical or legal services (5A)    LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- Corporation providing health care, medical or legal services (5M)    LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- Partnership, LLP or Partnership organized as LLC or PLLC (5C)    A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- An international organization or any of its agencies/instrumentalities (5U)    Other: Tax Reportable Entity (5P)   Description [ ]
- The US or any of its political subdivisions or instrumentalities (2G)    Other: Tax Exempt Entity (5H)

**Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)**

- Small Business (01)    Small, Woman Owned Business- Hispanic (31)    Minority Owned Business- African American (04)
- Small Business- African American (23)    Small, Woman Owned Business- Native American (33)    Minority Owned Business- Asian (32)
- Small Business- Asian (24)    Small, Woman Owned Business- Other Minority (11)    Minority Owned Business- Hispanic (74)
- Small Business - Hispanic (25)    Woman Owned Business (03)    Minority Owned Business- Native American (15)
- Small Business- Native American (27)    Woman Owned Business- African American (17)    Minority Owned Business- Other Minority (02)
- Small Business- Other Minority (05)    Woman Owned Business- Asian (18)    Non-Profit, IRC §501(c) (88)
- Small, Woman Owned Business (06)    Woman Owned Business- Hispanic (19)    Non-Small, Non-Minority or Non-Woman Owned Business (00)
- Small, Woman Owned Business- African American (29)    Woman Owned Business- Native American (21)
- Small, Woman Owned Business- Asian (30)    Woman Owned Business- Other Minority (08)    Individual, Non-Business (00)

**Main Address** Where tax information and general correspondence is to be mailed

**Remittance Address** Where payment is to be mailed  Same as Main

DBA/Branch/Location **Gila County Treasurer**

Address **1400 East Ash Street**

City **Globe**   State **AZ-ARIZONA**   Zip code **85502**

DBA/Branch/Location [ ]

Address [ ]

City [ ]   State [ ]   Zip code [ ]

**Vendor Contact Information**

Name **Helene Lopez**   Title **GEST Program Manager**

Phone # **928 425 7631**   Ext. **8864**   Fax **928-425-9466**   Email **hlopez@gilacountyaz.gov**

**Certification**  Exempt from backup withholding

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. person (including U.S. resident alien).

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.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

Signature **Debra Saenz**   Title **Gila County Treasurer**   Date **01-14-2014**

**STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION**

**VENDOR: DO NOT WRITE BELOW THIS LINE**

State HRIS EIN [ ]   Print Name [ ]   Signature [ ]

AGY [ ]   Title [ ]   Phone # [ ]   Email [ ]   Date [ ]

**STATE OF ARIZONA GAO USE ONLY**

**VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE**

IRS TIN Matching    Corporation Commission   Vendor Number [ ]   Processed by [ ]   Date Processed [ ]

HRIS    GAO-03    Other

**ARF-3204**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015  
Submitted For: Malissa Buzan, Director  
Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division  
Department: Community Services Division      Division: Administration  
Fiscal Year: 2015-2020      Budgeted?: Yes  
Contract Dates July 1, 2015-June 30, 2020      Grant?: Yes  
Begin & End:  
Matching No      Fund?: New  
Requirement?:

---

Information

Request/Subject

Intergovernmental Agreement (Contract No. ADES15-089113) with the Arizona Department of Economic Security.

Background Information

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

Evaluation

This Intergovernmental Agreement (Contract No. ADES15-089113) provides \$451,731 for the contract period July 1, 2015, through June 30, 2020.

With funding from this contract, case management and community services will be provided to eligible residents of Gila County which includes assisting households in resolving crisis situations and move closer to self-sufficiency.

Conclusion

By the Board of Supervisors approving Contract No. ADES15-089113, the Gila County Community Action Program will provide case management services to eligible residents of Gila County of which the intent is to assist the household in resolving crisis situations and move closer to self-sufficiency.

Recommendation

The Gila County Community Services Division Director recommends the Board of Supervisors approve Contract No. ADES15-089113.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program in the amount of \$451,731 for the period of July 1, 2015 through June 30, 2020, to provide case management and community services to eligible Gila County residents. **(Malissa Buzan)**

---

Attachments

IGA Contract No ADES15-089113

Exhibits A-O

Legal Explanation

---



**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 ("Contractor").**

**WHEREAS** the ADES 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 \_\_\_\_\_ and,

**WHEREAS** the ADES 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 ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

**Contract Term:** This contract shall be effective July 1, 2015, and shall terminate on June 30, 2020, unless extended in accordance with the Terms and Conditions.

**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:**

Procurement Officer Signature	Signature
	Michael A. Pastor
Printed Name	Printed Name
	Chairman
Title	Title
Date	Date
ADES15-089113	ADES15-089113
ADES Contract Number	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: \_\_\_\_\_

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

**Scope of Work**  
Community Action Program Services

**1.0 ADES Mission and Vision Statement**

- 1.1 **ADES Mission** – The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.
- 1.2 **ADES Vision** – Every child, adult, and family in the state of Arizona will be safe and economically secure.

**2.0 Purpose**

2.1 **Purpose Statement** – This Contract provides broad-ranging programs and services in rural and urban areas that are intended to pursue the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families and individuals to become fully self-sufficient.

2.2 **Legal Authority** – Pursuant to Arizona Revised Statutes (A.R.S.) Section §41-1954 (A)(6) provides the Department the authority to Contract and incur obligations within the general scope of its activities and operations subject to the availability of funds, and A.R.S. Section §41-1954 (A) (8), 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.

2.3 **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), 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.

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.	<p>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.</p> <p>Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements:</p> <ul style="list-style-type: none"> <li>(1) Number of persons in poverty in the geographic area served.</li> <li>(2) Number of persons unemployed in the geographic area served.</li> <li>(3) Five percent of the overall funds are distributed only to rural counties.</li> <li>(4) Funds are adjusted for tribes receiving CSBG dollars.</li> </ul> <p>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 of the overall available CSBG funds.</p>
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	<p>Funds are distributed to designated CAAs according to a funding formula that consists of the following elements:</p> <ul style="list-style-type: none"> <li>(1) Number of persons in poverty in the geographic area served.</li> <li>(2) Five percent of the overall funds is distributed only to rural counties.</li> </ul> <p>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 of the overall available TANF funds.</p>

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
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.  Funding for General Transportation in Coconino, Yavapai, and Navajo Counties.
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and designated LIHEAP Contractors 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 designated NHN 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 is distributed only to rural counties.

2.4 **Definitions** – See Exhibit A, as may be amended.

3.0 **Program Description**

3.1 **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 based 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.

3.2 **Case Management** (provided in every county in Arizona) – This 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.

3.3 **General Transportation** (provided in Coconino, Navajo and Yavapai Counties only) – This 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.

4.0 **Notices**

4.1 The Contractor shall email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security  
DAAS Contracts Unit  
P. O. Box 6123-Site Code 950A  
Phoenix, AZ 85005-6123

4.2 The Department will address all correspondence regarding this Contract to the individual(s) identified in the letter of assurances (Attachment 9).

## 5.0 Reserve

### 6.0 Administrative Requirements – The Contractor shall:

6.1 Provide services that are culturally relevant and linguistically appropriate to the population served.  
6.2 Comply with ADES 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:

6.2.1 COATES Human Services Reauthorization Act of 1998

6.2.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996

6.2.3 Stewart B. McKinney Homeless Assistance Act

6.2.4 ARS §46-241 - Short Term Crisis Services

6.2.5 ARS §46-701 - Utility Assistance

6.2.6 ARS §46-741 - Neighbors Helping Neighbors

6.2.7 ARS §46-140.01 - Verification of identity and citizenship and/or immigration status; and ARS §§1-501-1-502, regarding eligibility for federal and state or local public benefits.

### 6.3 Staffing and Security

6.3.1 Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the programs.

6.3.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.

6.3.3 Maintain client/recipient confidential information in a secure location.

### 6.4 Equipment

6.4.1 Communicate with ADES electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from ADES, U.S. Department of Health and Human Services (DHHS) Office of Community Services (OCS), and other web sites.

6.4.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for ADES reports, and to ensure that there is no disruption or degradation of services provided.

6.4.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

### 6.5 Service Provision

6.5.1 Provide services directly, as allowed, or through subcontractors.

6.5.2 Collect and report required client data.

6.5.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.

6.5.4 Maintain documentation that appropriate case management staff has received training on the requirements of ARS §46-140.01 and ARS §1-501 and 1-502 regarding eligibility for State and local benefits (this does not apply to tribal entities).

6.5.5 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.

6.5.6 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 (Attachment 1).

### 6.6 Networking

6.6.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.

6.6.2 Form local partnerships with community agencies to address the needs of low-income families and individuals.

6.6.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.

6.6.4 Facilitate and participate in education, training, and information seminars, workshops, and conferences.

6.6.5 Participate in conference calls and attend meetings initiated by ADES to receive training or obtain information.

- 6.7 Subcontract Related Service Provisions**
- 6.7.1 Document all costs associated with provision of Contract services.
- 6.7.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
- 6.7.3 Require that subcontractors are in compliance with applicable administrative directives and forms.
- 6.7.4 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
- 6.7.5 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor, subcontractor or ADES.
- 6.7.6 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
- 6.7.7 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements and address other identified topic areas.
- 6.7.8 Utilize client grievance procedures, which respond timely and effectively to customer complaints.
- 6.7.9 Develop linkages between the coordinated service delivery system and other community resources.
- 6.7.10 Identify service gaps among client populations and develop and implement services or resources to meet identified needs.
- 6.7.11 Address client barriers to service.
- 6.7.12 Train appropriate personnel in the use and completion of the ADES EN-005 Application for Services form(s) or other ADES approved written or electronic form(s) as may be amended (Exhibit B).
- 6.8 Monitoring and Evaluation**
- 6.8.1 Utilize instruments for monitoring/evaluating subcontractors' performance and compliance with Administrative Requirements stated in Section 6.0, as well as other requirements specified in service scopes of work.
- 6.8.2 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.
- 6.8.3 Establish and implement a process for service/performance improvement.
- 6.8.4 Participate in ADES evaluation studies, when required.
- 6.9 CSBG Organizational Standards**
- 6.9.1 Participate in the implementation of the CSBG Organizational Standards and any training made available to assist with the implementation and compliance with the Standards as recommended by OCS and agreed to by CAAs and ADES, as may be amended (CAAs only).
- 7.0 General Reporting Requirements – The Contractor shall:**
- 7.1 Email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security  
 DAAS Contracts Unit  
 P. O. Box 6123-Site Code 950A  
 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 for approval by, the Community Services Program Administrator.
- 7.1.2 Updated Cost Allocation Plan by October 1, 2015, if not provided prior to Contract start date.
- 7.1.3 A correctly completed "Contractor's Equipment List" (Form FES-1000A), as may be amended, for all proposed equipment purchases costing \$5,000 or more to be purchased in whole or in part with ADES funds (Exhibit C).
- 7.1.4 Contractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.5 Subcontractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.6 By June 30 annually, a twelve month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the twelve month period beginning July 1 (of the same year),

and for each: administrative, fiscal, and/or programmatic 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, at a minimum:**

8.1 Funding allocation information, as needed.

8.2 A Contractor's Invoice and Statement of Expenditures form.

**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:

1. The strengthening of community capabilities for planning and coordinating the use of a broad range of federal, state, local and other assistance "including private resources" related to the elimination of poverty, so that this assistance can be used in a manner responsive to local needs and conditions;
2. The organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty in the community and may help families and individuals to achieve self-sufficient;
3. The greater use of innovative and effective community-based approaches to attacking the causes and effects of poverty and of community breakdown;
4. The maximum participation of residence of the low-income communities and members of the groups served by programs assisted through the block grants to empower such residence and members to respond to the unique problems and needs within their communities; and
5. The broadening of the resource base of programs directed to the elimination of poverty so as to secure a more active role in the provision of services for (a) private, religious, charitable and neighborhood-based organizations; and (b) individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities for the poor.

**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. Seat a Tripartite Governing Board that is comprised as follows:
  - (i) One-third are elected public officials, holding public office on the date of selection.
  - (ii) Not fewer than one-third of 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.
  - (iii) 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 to the 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:

- (i) active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan;
  - (ii) 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; and
  - (iii) active participation in the identification and evaluation of Result Oriented Management and Accountability (ROMA) Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.
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 four quarterly Tripartite Governing Board meetings per state fiscal year.
    - a. For public and quasi-governmental entities, meetings must conform to Arizona open meeting laws.
  7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
  8. Provide upon request and maintain documentation demonstrating Tripartite Governing Board members' 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. Maintain and provide, upon request, documentation of the democratic selection process utilized for low-income representatives.
  10. Document and communicate to ADES efforts to fill any vacancies.
  11. Address any vacancies within 90 days of each occurrence; provide upon request and maintain documentation of efforts to fill within 120 days of occurrence.

**9.3.2 Public CAAs Advisory Board:**

1. Select members to serve on a Board in which one-third 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. Select representatives to fill balance of seats as set forth in governing documents.
2. Maintain and provide, upon request, documentation of democratic selection process for low-income representatives.
3. Document and communicate to ADES efforts to fill any vacancies.
4. Address any vacancies within 90 days of each occurrence and provide and maintain documentation of efforts to fill within 120 days.

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

**9.4.1 Develop, and implement when approved by ADES, 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 (6) 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; and

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 (6) CSBG national goals.

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

9.5.1 Participate in the ROMA System as may be amended, 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 ADES Community Services Program Administrator 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 30<sup>th</sup> of each calendar year. Contractor must utilize format specified by ADES (Exhibit D).
2. Quarterly ROMA Outcomes Report (Exhibit E) by October 25, January 25, April 25 of each calendar year. The Contractor shall not submit a Fourth Quarter Report, but shall include fourth quarter data with the Annual CSBG IS Report. Contractor must utilize format specified by ADES (Exhibit F).
3. CSBG Information System (IS) Report by October 1<sup>st</sup> of each calendar year (Exhibit F).
4. Schedule of planned Board meetings for the next twelve months, by June 30 of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of Board approval of minutes.
7. Current Organizational Chart by June 30 of each year.
8. Current Agency Operations Spreadsheet by June 30 of each year.

**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.

**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 households closer to self-sufficiency.

10.2.2 **All CAAs shall provide the following:**

1. Case Management.
2. Short Term Crisis Services (STCS) that provide temporary assistance to persons at or below 125 percent of poverty, or 150 percent 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. For LIHEAP eligibility, the household income limit is sixty (60) percent of the State Median Income (SMI) or 150 percent of the Federal Poverty Guideline (FPG), whichever is greater, as may be amended. For NHN eligibility, the household income limit is 125 percent of the FPG except for individuals sixty years of age or older or disabled, where the household income limit is 150 percent of the FPG, as may be amended. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
    - (i) Utility payments or deposits for heating and cooling
    - (ii) Temporary emergency shelter (if needed due to energy related crisis)
    - (iii) Payment of water bills related to cooling (May 1 through October 1)
    - (iv) Rental assistance where utility payment is included in the rent
- 10.2.4 Tribal entities shall provide utility assistance funded with LIHEAP. Benefits include the following:
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
- 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; and
  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 Completion of the Self-Sufficiency Matrix, as may be amended located at: [https://www.azdes.gov/uploadedFiles/Aging and Adult Services/Community Services Unit/SSM English-Spanish.pdf](https://www.azdes.gov/uploadedFiles/Aging%20and%20Adult%20Services/Community%20Services%20Unit/SSM%20English-Spanish.pdf), for all case managed households in which a member of the household is eighteen (18) to fifty-nine (59) years of age, not disabled and not a full-time student, and is:
- a. unemployed and seeking earned income; or
  - b. employed and seeking to reduce barriers to maintain earned income; or
  - c. employed and seeking increased earned income and/or employment benefits; as may be amended.
- 10.3.7 Utilize report formats specified by ADES. Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revisions to Case Management and

Contract Payment Verification Reports shall be submitted with Supplemental Invoices. A summary of the revisions may be submitted with the 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 ADES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended.
  - 10.4.2 Use the ADES EN-005 Application or other ADES approved electronic or written Application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
- 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 most current ADES LIHEAP Policy and Procedure Manual as may be amended. Keep and maintain the Manual with all related policy clarifications, additions or amendments. Contractor shall keep the most current version available to staff at all times.
  - 10.5.2 Use the ADES EN-005 Application or other ADES approved electronic or written application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
  - 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 Utilize and maintain a functional electronic system in which programmatic data shall be stored and reports submitted to ADES. An agreed upon data bridge from an existing data system may be utilized if a collective database system is used by Community Action Program Services Contractors. All other reports such as, payment verification forms and narratives information shall be provided on the forms required by this Contract, or as directed by ADES.
  - 10.7.2 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the ADES Community Services Program Administrator through written notification to the Contractor:
    1. Monthly Case Management Report by the 25<sup>th</sup> of each month (All CAAs and designated LIHEAP agencies) (Exhibit H1, H2).
    2. Tribal LIHEAP Monthly Report (Tribal entity only) (Exhibit I).
    3. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (Exhibit K) by August 31<sup>st</sup> of each calendar year.
    4. Quarterly ROMA Outcomes Report (All CAAs) (Exhibit E).
    5. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (Exhibit L).
    6. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (Exhibit M).
    7. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
    8. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (Exhibit N).
    9. LIHEAP Leveraging Report (Exhibit Q), annually by October 15.
    10. LIHEAP Annual Household Report (Exhibit J), Estimated Report by August 15 and Final Report by October 15, for services provides within this Contract as applicable.
- 10.8 Items Provided by the Department – The Department shall provide:**
- 10.8.1 The following report formats as may be amended by the ADES Community Action Program Administrator through written notification to the Contractor: Case Management Monthly Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

- 10.8.2 Training on completing the Case Management Monthly Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, and Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual, as may be amended.
- 10.8.4 Low Income Home Energy Assistance Program Policy and Procedure Manual. ([https://www.azdes.gov/uploadedFiles/Aging\\_and\\_Adult\\_Services/Community\\_Services\\_Unit/LIHEAP\\_Policy\\_Manual\\_SFY14.pdf](https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/LIHEAP_Policy_Manual_SFY14.pdf)).

**11.0 General Transportation (Coconino, Yavapai and Navajo Counties only)**

**11.1 Service Description**

- 11.1.1 This service provides or assists in obtaining various types of transportation for specific needs.
- 11.1.2 This service may include various types of transportation for employment, medical, training, or other supportive services, with the exception of ambulance services. Service to assist eligible individuals and households with mobility needs for various purposes such as employment, medical and/or training reasons when they do not have any other means of transportation is also included. Services may be provided using Contractor-operated vehicles and/or through vouchers for public transit.

**11.2 Service Information**

- 11.2.1 The goal of this service is to provide or arrange for transportation for eligible individuals of all ages and abilities in order to access services or obtain medical care or employment, (e.g., medical appointments or employment-related training interviews). Case managers typically assist clients to access transportation to help increase or maintain client self-sufficiency.
- 11.2.2 Services in Coconino County are to assist elderly and/or persons with physical disabilities to remain as independent as possible.
- 11.2.3 Services in Yavapai County are to assist persons in accessing, employment, social services, medical and basic needs.
- 11.2.4 Services in Navajo County are to assist persons in accessing, employment, social services, medical and basic needs.

**11.3 Service Requirements – The Contractor shall:**

**11.3.1 Contractors that transport clients:**

1. Maintain valid license plates on vehicles used to transport clients.
2. Utilize vehicles that meet current federal, state and local safety and maintenance, standards, including vehicles for individuals with special needs, where applicable.
3. Maintain logs on all vehicles used for the transportation of clients.
4. Utilize paid and/or volunteer drivers that:
  - (i) have no history of felony convictions;
  - (ii) possess a valid State of Arizona Class D Operators Driver's License for vehicles up to fifteen (15) passengers;
  - (iii) possess a valid State of Arizona Class B Commercial Driver's License with a passenger endorsement for vehicles over fifteen passengers, such as a bus;
  - (iv) have a clean driving record with no suspensions within the past year;
  - (v) are at least eighteen years of age; and
  - (vi) pass a physical prior to providing transportation service to clients and pass a physical at least every two years.
5. Require volunteers who provide transportation to carry a Contractor/Company Identification Card.
6. Assist clients in entering and exiting the vehicle as needed.
7. Transport clients to scheduled appointments on time and safely.
8. Utilize vehicles that have seat belts for every occupant.
9. Require drivers to verify all occupants utilize seatbelts during transport.
10. Track the beginning and ending odometer readings of Contractors' vehicles on days when used to transport clients, and identify the clients/households served on each date.

**11.3.2 Contractors that arrange transportation for clients shall:**

1. Make arrangements for client transportation through public or private providers.
2. Make transportation arrangements for clients to arrive at scheduled appointments on time and safely.

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

- 11.4.1 Submit the following report as may be amended, for the timeframes indicated as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:

1. **Monthly Transportation Report to include at a minimum: the number of clients served, the number of one-way trips (e.g., from client's home to client's work), total number of miles driven to transport clients, and results of any client satisfaction research.**

## TERMS AND CONDITIONS

### **1.0 Contract Term and Option to Extend**

- 1.1 The term of the resultant Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.
- 1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

### **2.0 Definitions**

- 2.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 2.2 "*Award Date*" means the date the Contract is executed by the Department. This may or may not be the same date as the "*Effective Date*" which is the date specified on the Offer and Award or Signature page.
- 2.3 "*Contract*" means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.
- 2.4 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 2.5 "*Contractor*" means any person who has a Contract with the State.
- 2.6 "*Days*" means calendar days unless otherwise specified.
- 2.7 "*Department*" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 2.8 "*Effective Date*" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 2.9 "*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., 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).
- 2.10 "*Exhibit*" means any item labeled as an Exhibit.
- 2.11 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 2.12 "*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.
- 2.13 "*May*" indicates something that is not mandatory but permissible.
- 2.14 "*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.
- 2.15 "*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.
- 2.16 "*Shall, Must*" indicates a mandatory requirement.
- 2.17 "*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.
- 2.18 "*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.
- 2.19 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2.20 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.
- 2.21 "*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.

### **3.0 Advertising, Publishing and Promotion of Contract**

- 3.1 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."

3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

**4.0 Amendments or Modifications**

4.1 This Contract 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 Contract, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

4.3 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.

**5.0 Applicable Law**

5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

5.2 The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

5.3 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.

5.4 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 .

5.5 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.

5.6 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.

5.7 The Arizona law applies to this Contract 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.

5.8 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.

5.9 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.

5.10 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.

**6.0 Arbitration**

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

**7.0 Assignment and Delegation**

7.1 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.

**8.0 Audit**

8.1 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 Contract for a period of five years after 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 the original of any or all such records.

8.2 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:

8.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

8.2.2 Summary schedule of prior audit findings

8.2.3 Auditor's Reports (detailed in the A-133)

8.2.4 Corrective Action Plan.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

**9.0 Availability of Funds**

9.1 The Department may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

**9.2 Availability of Funds for the Current State Fiscal Year**

9.2.1 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 without further recourse obligation or penalty:

9.2.2 Reduce payments or units authorized;

9.2.3 Accept a decrease in price offered by the Contractor;

9.2.4 Cancel the Contract; or

9.2.5 Cancel the Contract and re-solicit the requirements.

**9.3 Availability of Funds for the Next State Fiscal Year**

- 9.3.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 10.0 Background Checks for Employment through the Central Registry** If providing direct services to children or vulnerable adults, the following shall apply:
- 10.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.2 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.
- 10.3 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.
- 10.4
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.
- 10.5 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>.
- 10.6 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.
- 10.7 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 form is located at: <https://www.azdes.gov/opac>.
- 11.0 Cancellation for Conflict of Interest**
- 11.1 Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 12.0 Certification of Cost or Pricing Data**
- 12.1 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.

**13.0 Certification Regarding Lobbying**

13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

**14.0 Code of Conduct**

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

- 14.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract;
- 14.1.2 Acting on behalf of the State without appropriate authorization;
- 14.1.3 Provided favorable or unfavorable treatment to anyone;
- 14.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 14.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or
- 14.1.6 Loss of impartiality when advising the State.

**15.0 Competitive Bidding**

15.1 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.

**16.0 Confidentiality**

16.1 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.

16.2 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.

**17.0 Cooperation**

17.1 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).

**18.0 Cooperation with the Department's Investigation**

18.1 All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

**19.0 Data Sharing Agreement**

19.1 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.

**20.0 Equipment**

20.1 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.

- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 Under a fixed price contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.

#### **21.0 Evaluation**

- 21.1 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.
- 21.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

#### **22.0 E-Verify Requirements**

- 22.1 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 Section A.R.S. § 23-214, Subsection A as may be amended. (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.")
- 22.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 22.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 22.2.

#### **23.0 Fair Hearings and Service Recipients' Grievances**

- 23.1 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.
- 23.2 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.

#### **24.0 Federal Immigration and Nationality Act**

- 24.1 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 flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES 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.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

#### **25.0 Fees and Program Income**

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

#### **26.0 Fingerprinting**

26.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

26.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

26.3.1 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 have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

26.3.2 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.

26.4 Federally recognized Indian tribes will 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. § 36-594.01 (as may be amended).

#### **27.0 Force Majeure**

27.1 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 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.

27.2 Force Majeure shall not include the following occurrences:

27.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

27.2.2 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

27.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

27.3 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.

27.4 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.

**28.0 Inclusive Contractor**

28.1 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.

**29.0 Indemnification**

29.1 Indemnification for Contractor:

29.1.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.

29.1.2 Public Agency Language 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.

29.1.3 Indemnification - Patent and Copyright The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

29.2 **Indemnification Clause:**

29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.

*This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

29.3 Indemnification for Subcontractor:

29.3.1 In addition, the Contractor 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 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.

**30.0 Insurance Requirements**

30.1 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.

30.2 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 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 Contractor 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, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

- 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 Reporting Requirements specifies otherwise. **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 contracting agency in consultation with the Department of Administration, Risk Management Division. 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 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(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 30.2(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 30.0 above.

**31.0 IT 508 Compliance**

31.1 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. § 41-3531 and § 3532 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.

**32.0 Levels of Service**

32.1 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.

32.2 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.

32.3 Any administration within the Department may obtain services under this Contract.

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

32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

32.6 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.

**33.0 Monitoring**

33.1 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.

**34.0 Non-Discrimination**

34.1 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.

34.2 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.

34.3 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.

34.4 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.

34.5 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)*"

**35.0 No Parole Evidence**

35.1 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.

**36.0 No Waiver**

36.1 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.

**37.0 Notices**

37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.

37.2 All notices to the ADES regarding this contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.

37.3 All notices shall reference the Contract number.

37.4 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:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
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.

37.5 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 may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

**38.0 Offshore Performance Of Work Prohibited**

38.1 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.

**39.0 Order of Precedence**

39.1 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; and
5. Documents referenced or included in the Request for Application.

**40.0 Ownership of Intellectual Property**

40.1 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.

40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

**41.0 Pandemic Contractual Performance**

41.1 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:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.2 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:

1. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
2. 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.
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).

**42.0 Payments**

42.1 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 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

42.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 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.

42.3 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 offset the amount of payment or withhold payment up to the amount in dispute or default.

42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.

42.5 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.

42.6 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.

42.7 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.

42.8 The Contractor shall be responsible for paying all applicable taxes.

42.9 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.

42.10 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.

- 42.11 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.

#### **43.0 Payment Recoupment**

- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 43.1.3 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;
- 43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 43.1.5 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;
- 43.1.6 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;
- 43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 43.1.9 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.
- 43.1.10 Any payments made for services rendered after the Contract termination date.

#### **44.0 Personnel**

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

#### **45.0 Predecessor and Successor Contracts**

- 45.1 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.

#### **46.0 Professional Standards**

- 46.1 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.

#### **47.0 Reserve**

#### **48.0 Records**

- 48.1 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.
- 48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:
- 48.2.1 Adequately identify the service provided and each service recipient's application for Contract and subcontract activities;
- 48.2.2 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;
- 48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 48.2.5 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;

- 48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and,
- 48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 48.4 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:
  - 48.4.1 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.
  - 48.4.2 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.

**49.0 Relationship of Parties**

- 49.1 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.
- 49.2 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.
- 49.3 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.

**50.0 Reporting Requirements**

- 50.1 See section 7.0 Reporting Requirements in the Scope of Work.
- 50.2 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.
- 50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

**51.0 Responsibility for Payments Indemnification**

- 51.1 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.

**52.0 Right of Offset**

- 52.1 The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages.

**53.0 Severability**

- 53.1 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.

**54.0 State's Contractual Remedies**

- 54.1 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.

54.1.1 For designated agencies, termination shall comply with Community Services Block Grant legislation.

54.2 **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.

54.2.1 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.

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

54.4 **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.

#### **55.0 Subcontracts**

55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:

55.2.1 Be on the Contractors company letterhead;

55.2.2 Be signed by an authorized representative of the Contractor; and

55.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.

55.3 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.

#### **56.0 Substantial Interest Disclosure**

56.1 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.

56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

56.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

#### **57.0 Supporting Documents and Information**

57.1 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.

**58.0 Suspension or Debarment**

58.1 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.

58.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.

**59.0 Technical Assistance**

59.1 The Department will 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.

**60.0 Termination**

60.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

60.2 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.

60.3 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.

60.4 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.

60.5 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.

**60.6 Termination for Default**

60.6.1 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.

60.6.2 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.

60.6.3 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.

- 60.6.4 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 60.6.5 For designated agencies, termination shall comply with Community Services Block Grant legislation.
- 60.7 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.
- 60.8 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.
- 60.9 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.
- 60.10 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.
- 61.0 Third-Party Antitrust Violations**
- 61.1 The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 62.0 Transfer of Knowledge**
- 62.1 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.
- 63.0 Transition of Activities**
- 63.1 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.
- 64.0 Unallowable Costs**
- 64.1 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.
- 64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
- 64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

- 64.2.3 OMB Circular A-21 for educational institutions.
- 64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

**65.0 Visitation, Inspection and Copying**

- 65.1 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.
- 65.2 Facilities Inspection and Materials Testing: The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

**66.0 Warranties**

- 66.1 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.
- 66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 66.3 Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  1. Of a quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials are used;
  3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.
- 66.4 Fitness: The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 66.6 Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 66.7 Survival of Rights and Obligations after Contract Expiration or Termination:
- 66.7.1 Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 66.7.2 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 Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 66.8 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

**67.0 Limited English Proficiency**

**67.1** The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency; DES 1-01-34 (Exhibit 1).

**68.0 Contract Documents**

**68.1** The following constitute an integral part of the Contract:

**68.1.1** Terms and Conditions

**68.1.2** Scope of Work

**68.1.3** Administrative Methodology

**68.1.4** Service Methodologies

**68.1.5** Attachments.

**68.1.6** Exhibits

## ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>APPLICANT'S ORGANIZATION</b>			
Gila County Community Services - Community Action			
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>			
Prefix	Ms.		
* First Name:	Malissa	Middle Name:	A.
		* Last Name:	Buzan
		Suffix:	
* Title:	Gila County Community Services Director		
<b>* SIGNATURE:</b>		<b>* DATE:</b> April 21, 2015	

ATTACHMENT 3

**Certification Regarding:**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Lower Tier Covered Transactions**

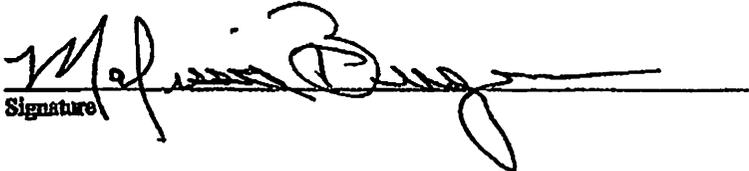
This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Gila County Community Services -Community Action**  
Name of Agency /Organization

**Malissa Buzan, Gila County Community Services Director**  
Name and Title of Authorized Representative

Signature 

**April 21, 2015**  
Date



POLICY NUMBER		Page 1
DES 1-01-34		
CHAPTER	ARTICLE	
01 Department of Economic Security	01 Director	
SUBJECT	EFFECTIVE DATE	REVISION
34 Limited English Proficiency (LEP)	August 8, 2014	2

**DES 1-01-34**  
**Limited English Proficiency (LEP)**

**I. POLICY STATEMENT**

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

**II. AUTHORITY**

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

### III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01      *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page:  
<http://intranet.azdes.gov/main.aspx?menu=84&id=14558>.

### IV. AUTHORITY

**Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.  
Arizona Constitution, Article 28**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- (1) "A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
  - (i) Deny an individual any service, financial aid, or other benefit provided under the program;
  - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;
- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

### V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

**Language Used Significantly:** A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

**Limited English Proficiency (LEP) Contact:** The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

**Limited English Proficient (LEP) Customer:** Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

**Non-Vital Documents:** Documents that are not critical to access Department benefits and services.

**Translate:** Providing a written document in a language other than English.

**Vital Document:** A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

**Work Unit:** A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

## VI STANDARDS

### A. Overview

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

**B. General Statement**

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

**C. Compliance and Enforcement**

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

**D. Work Unit Procedures**

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

**E. Needs And Capacity Assessment**

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.
4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***
  - a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.
  - b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

#### **F. Oral Language Assistance**

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

- a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.
  - b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.
  - c. Orally translating vital documents into languages other than English for LEP customers.
2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
3. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:*
- a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.
  - b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

**G. Translation of Written Materials**

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- a. Applications;
- b. Recertification or renewal applications;
- c. Documents that require a response;
- d. Letters or other written documents that contain information regarding participation in a program;
- e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
- f. Consent and complaint forms;
- g. Appeal rights and grievance procedures;
- h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
- i. Notices advising LEP persons of free language assistance; and
- j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:

- a. The Department Office of Graphics and Design; or
- b. A state-approved translation contract.

Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. *Each work unit should be sensitive to the literacy levels of the LEP public.* There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

#### H. Institutional Considerations for Translation

1. *Each work unit shall ensure that the public is aware of available interpretation and translation assistance.* Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
2. *Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.* The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
3. *The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.* The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
4. *Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.*

#### I. Training

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. *General training.* For all staff on the importance of providing services for individuals with LEP.
2. *Work unit-specific training.* To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. **Technical assistance training.** For LEP contact staff.
4. **Management level training.** For supervisors and administrative staff assisting staff with direct customer contact.

**J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach**

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.
2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.
3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.
4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

**K. Monitor Access to Language Assistance**

1. **Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

- a. Current LEP populations in service areas or population or specific populations encountered;
  - b. Frequency of encounters with LEP customers;
  - c. Nature and importance of activities to LEP customers;
  - d. Availability of resources, including technological advances, additional resources, and the costs imposed;
  - e. Whether existing assistance is meeting the needs of the LEP customers;
  - f. Whether staff know and understand the LEP procedures; and
  - g. Whether identified sources for assistance are still available and viable.
2. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.* Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
- a. Has up-to-date information on language needs in the communities it serves;
  - b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
  - c. Translates vital written documents into the languages needed by the communities being served;
  - d. Has adequate supplies of translated materials;
  - e. Trains those staff required to be trained in LEP activities; and
  - f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

**L. Provision of Technical Assistance**

*Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.* The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

## M. Issue Resolution

1. **Work unit level process:** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.
  - a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.
  - b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.
  - c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
  - d. The Level I process shall include the following:
 

The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.
2. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.
  - a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

- b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

**N. Reporting**

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VLK. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

## ADMINISTRATIVE METHODOLOGY:

### 2.0

**2.2.1 Organization Structure:** The Gila County Community Action is one department within the Gila County Division of 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 Program is under the Office of Community Services. Key staff of Community Services are: Community Services Director, A Cap Program Coordinator serving all of Gila County. A Case Manager serving Southern Gila County in the Globe area. Within the Office of Community Services there are Four departments: Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, Public Housing Authority, section eight housing choice voucher program, Community Action Program providing utility assistance, telephone assistance, eviction prevention, homeless services, case management, Vita site(income tax preparation) and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Local Workforce assistance Dislocated Worker services which provides services to dislocated workers, adults and out of school Youth. We are also designated as a WIA one-stop center, with Des Job Service, veterans representative, vocational rehabilitation and Unemployment 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 CAP 60 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 per legal statues. 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. Most Agency reports can be generated on an as needed basis using the CAP 60 database. Software utilized by Gila Community Services Division are: Office 2010, Acrobat Reader and Microsoft Office.

## ADMINISTRATIVE METHODOLOGY

**2.2.4 Competitive Bidding Procedure:** Gila County Community 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 Community Services including the Community Action 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 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 Community Services 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. Community Services 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 51,835. 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. We also partner with a local non-profit "Gila House" that provides transitional housing for those families that have found themselves homeless. 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 60. 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 Community Service offices providing service in Payson, and Globe.

**2.2.7** N/A Gila County Community Action does not subcontract.

## **GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES**

### **COMMUNITY SERVICES METHODOLOGY**

#### **3.0**

**3.1.1** The Gila County Community Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Public, and Low Income members which totals nine. These members are appointed by the Gila County Board of Supervisors after advertising in local newspapers, the advertisements indicate the requirements for membership and the petitions to be completed by residents of the area. After review and verification of information the documents are submitted to our County Board of Supervisors and at their next regular meeting the Board votes to appoint to the CAP advisory board. This is the procedure followed when vacancies occur. The Board By-Laws are updated and reviewed by the CAP Advisory Board and are done on a yearly basis, approved and adopted by the Gila County Board of Supervisors. Minutes are recorded and distributed prior to every Board meeting and then are approved at each Board meeting. CAP facilitates four quarterly meetings per year and we conform to the open meeting law. The Advisory Board approves the Community Action Plan on a yearly basis.

**3.1.2** Low-income members are selected in accordance with democratic selection procedures (low-income representatives will be sought out by advertising in local newspapers and posted notices at low-income areas and agencies) with all instructions and information to being on the Community Action/Housing Services Board) in said community. Ballot boxes are located within all local Community Action Agency offices that will be used for delivering ballots to assure the candidates are representative of the low-income residents of the designated geographic area for which elections were held. Then, the advisory board will vote on the qualified low-income representative for that area.

**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's first meeting of the year is dedicated to training, on board responsibilities, ROMA training, also how CAP is doing on the regular ROMA performance outcomes to measure effectiveness of the services provided and in achieving the six national goals. Every meeting will include developing with staff's participation the Community Action Plan, the needs assessment process and the Boards assistance in this process. . The Board reviews and approves budgets and expenditures on a quarterly basis, also a program report will be done in thereby providing the Board with opportunities for input on service provision and other related issues.

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

**PRIVATE SECTOR**

Barbara Leetham  
Vicky Quesada  
Ramona Ortiz

**PUBLIC SECTOR**

Margaret Celix  
Audrey Opitz  
Lynn Canning

**LOW INCOME**

John Zilisch  
Annie Hinojos  
Norberto Waddell

**3.1.5** CAP Advisory Board meetings are scheduled by the Community Action Program Coordinator 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 19, 2015. Board meetings scheduled: Nov. 17, 2015, Feb. 16, 2016, and May 17, 2016, 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 Community Services staff. Often, with a phone call the utility company will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and staff to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, 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 2015. 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 Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing. This information is then presented to our Advisory board who helps with direction and guidance and also helps with Caps ROMA goals and objectives. Where Community Action does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local nonprofits and some school programs. Some needs that we are 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 Community Action case manager will provide clients with a description of services available from Community Action 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. Community Action has three VITA Tax sites, Payson, Globe, and Hayden which will help clients with 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.

**3.1.8** Community Action 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 Community Action 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. Community Action 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, Pinal-Gila Area Agency on Aging, Town of Winkleman, 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. We are also Snap participants through ACAA Arizona Community Action Association, this program allows us to assist clients in filling out the online application to receive food stamps.

**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/Peysner 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 Community Services is a division of Gila County. Community Action 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 Community Action staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

**3.1.12** The Community Action Cap 60 data base tracks all ROMA performance requirements to achieve the six CSBG national goals. Community Action proposes the following measures under each performance goal.

See enclosed

# **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. Community Action 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.

Community Action 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** Community Action 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 Community Action 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. Community Action staff who take care of the front desk (the receptionist) 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 Community Action 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 lobbying with clear signage that lets clients appeal and give feedback on how CAP 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 CAP 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. CAP has a screening document that quantifies risk factors. CAP does keep open appointment on a daily basis for clients in crisis, and 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. CAP staff proposes to provide case management to all low income families and individuals meeting the CAP 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 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 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 Community Action.

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 Cap 60 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.

c) 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 Community Action 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 Community Action 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 Community Action 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 (ROMA TARGETS included ROMA NPI) 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 Cap 60. 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. Community Action 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 CAP. 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.

Community Action utilizes the Cap 60 software data base software for processing all clients and client data is stored in the database for a period of 5 or more years. Depending on the complexity of the plan, follow up interviews will be conducted on 30, or 60, or 90 days time tables. The Arizona Self Sufficiency Matrix will be utilized at all interviews as well as case notes, and upon closure of a file, Community Action will print this matrix and notes in hardcopy. This will indicate the client's progress or in some cases the lack of progress from one interview to the next. Community Action case managers will have identified goals and objectives in the Annual Community Action Plan and at year end will assemble annual data to confirm results achieved.

This information is taken to the Cap Advisory Board for evaluation and comment

The community and agency goals number one through number six in conjunction with the ROMA performance measures and the appropriate corresponding indicators will be achieved with the use of local community agencies and networks that Community Action sponsors. These will include an Interagency Directory in the Payson area. A minimum of six Inter-agency meetings will be hosted by Community Action. These meetings will be facilitated in Northern Gila County and Co-hosted in Southern Gila County. Community Action will seek funding sources from local, state and national resources to maintain and expand services to low income clients and other members of our community. Our agency has an Advisory Board organized under the CSBG guidelines which meets quarterly and reviews the financial and quarterly service reports provided by Community Action Management. Community Action staff will attend networking meetings, training and educational seminars to continue to provide resources to the local levels. Community Action staff serve on many local community and charitable organization boards. Community Action staff serve different positions on these boards, from committee members to president.

### **3.2.4**

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the Cap 60 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 Cap 60. data base can also be printed out hard copy and maintained in the client file.

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 Community Action case manager and Administrative staff quarterly. The results are prioritized by the Community action case 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 and the CAP Advisory Board in the effort to continue to improve and enhance service delivery to our clients. Community Action 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 Community Action 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 Community Action grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the Community Action Coordinator 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 Coordinator, 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 Community Action Coordinator and Administrative staff quarterly. The results are prioritized by the Community Action case Manager, and discussed with staff and the CAP Advisory Board to determine what if anything needs to be done to make CAP more effective in serving our community and how the suggestions are incorporated into next years goals.





## Gila County Community Services Division

*"A Community Action Agency"*

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

(928) 402-8650

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

---

Date: April 21, 2015

RE: Letter of Assurances

I am pleased to submit Community Services response to the Request for Application-Community Action Program.

Through this letter, I am assuring the following:

1. Community Action has sufficient funds to meet obligations on time while awaiting payment from the Department.
2. Community Action accounting system is capable of providing sufficient detail about expenses and cost allocations for the purpose of determining whether the agency's actual expenditures are in accordance with the budget amounts.

Notices regarding the contract should be sent to:

Name: Malissa Buzan  
Title: Gila County Community Services Director  
Address: 5515 S. Apache Ave. Suite 200  
Globe, Arizona 85501  
Phone: 928-425-7631  
Fax: 928-425-9468  
Email: mbuzan@gilacountyaz.gov

Please note that Community Services staff provides the direct services and do not subcontract any services.

Sincerely,

Malissa Buzan  
Gila County Community Services Director

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE:** Community Services (CSV-CAP)

**Contract Period: 07/01/2015 - 06/30/2016**

**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	\$84,159.14	\$ 40,356	\$ 35,789
1	1.00	Divisional Fiscal Manager	\$46,280.52	\$ 23,140	\$ 11,570
1	1.00	Divisional Assistant	\$30,266.23	\$ 12,106	\$ 12,106
1	1.00	Case Manager	\$33,690.80	\$ 16,845	\$ 16,845
1	1.00	Case Manager	\$31,226.00	\$ 15,613	\$ 15,613
1	1.00	Clerk	\$23,230.00	\$ 11,615	\$ 5,808
<b>TOTAL PERSONNEL</b>				<b>\$ 119,675</b>	<b>\$ 97,731</b>

**2. EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	\$638.26 per mo x 12 mo X 6 @43.33%	\$ 19,912	\$ 19,912
FICA	0.0765 X \$97,731	\$ 7,476	\$ 7,476
Workman's Comp	0.008607 X \$97,731	\$ 841	\$ 841
Retirement	0.1147 X \$97,731	\$ 11,210	\$ 5,605
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>		<b>\$ 39,439</b>	<b>\$ 33,834</b>

**3. PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>		<b>\$ -</b>	<b>\$ -</b>

**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 Memt	\$ 2,500	\$ 1,250
<b>TOTAL TRAVEL</b>		<b>\$ 8,500</b>	<b>\$ 3,548</b>

**5. SPACE**

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL SPACE</b>		<b>\$ -</b>	<b>\$ -</b>

6. <u>EQUIPMENT</u>		TOTAL COST	DES COST
ITEM	BASIS		
N/A		\$ -	\$ -
<b>TOTAL EQUIPMENT</b>		<b>\$ -</b>	<b>\$ -</b>

7. <u>MATERIALS &amp; SUPPLIES</u>		TOTAL COST	DES COST
ITEM	BASIS		
N/A		\$ -	\$ -
<b>TOTAL MATERIALS AND SUPPLIES</b>		<b>\$ -</b>	<b>\$ -</b>

8. <u>OPERATING SERVICES</u>		TOTAL COST	DES COST
ITEM	BASIS		
N/A		\$ -	\$ -
<b>TOTAL OPERATING EXPENSES</b>		<b>\$ -</b>	<b>\$ -</b>

9. <u>INDIRECT COSTS</u>		TOTAL COST	DES COST
ITEM	BASIS		
Indirect Costs to Gila County	5% of Salary base \$99,814 @100%	\$ 4,887	\$ 4,887
<b>TOTAL INDIRECT COSTS</b>		<b>\$ 4,887</b>	<b>\$ 4,887</b>

<b>10.</b>	<b>SUBTOTAL ADMIN COST</b>	<b>\$ 172,501</b>	<b>\$ 140,000</b>
------------	----------------------------	-------------------	-------------------

11. <u>VOUCHERS</u>		TOTAL COST	DES COST
ITEM	BASIS		
Vouchers - Direct Client Services	Average \$500 x 20 households	\$ 10,000	\$ 10,000
<b>TOTAL VOUCHERS</b>		<b>\$ 10,000</b>	<b>\$ 10,000</b>

<b>12.</b>	<b>TOTAL SERVICE COST/DES TOTAL COST:</b>	<b>\$ 182,501</b>	<b>\$ 150,000</b>
------------	---	-------------------	-------------------

REVENUE SOURCES:

DES CSV	\$ 150,000	\$ 150,000
Gila County	\$ 32,501	
<b>TOTAL REVENUE:</b>	<b>\$ 182,501</b>	<b>\$ 150,000</b>

3/31/2015

## ITEMIZED SERVICE BUDGET

**CONTRACT SERVICE:** Case Management (CMG-CAP)

**Contract Period:** 07/01/2015 - 06/30/2016

### 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	\$46,280.52	\$ 23,140	\$ 11,570
1	1.00	Senior Accounting Clerk	\$36,015.20	\$ 27,011	\$ 24,307
1	1.00	Case Manager	\$33,690.80	\$ 16,845	\$ 16,845
1	1.00	Case Manager	\$31,226.00	\$ 15,613	\$ 15,613
1	1.00	Clerk	\$23,230.00	\$ 11,615	\$ 5,808
<b>TOTAL PERSONNEL</b>				<b>\$ 94,224</b>	<b>\$ 74,143</b>

### 2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS			TOTAL COST	DES COST
Health Insurance	\$638.26 per mo x 12 mo X 5 @ 75%			\$ 28,722	\$ 28,722
FICA	0.0765	X	\$74,143	\$ 5,672	\$ 2,836
Workman's Comp	0.008607	X	\$74,143	\$ 638	\$ 319
Retirement	0.1147	X	\$74,143	\$ 8,504	\$ 4,252
<b>TOTAL EMPLOYEE RELATED EXPENSES</b>				<b>\$ 43,536</b>	<b>\$ 36,129</b>

### 3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS			TOTAL COST	DES COST
N/A				\$ -	\$ -
<b>TOTAL PROFESSIONAL AND OUTSIDE SERVICES</b>				<b>\$ -</b>	<b>\$ -</b>

### 4. TRAVEL

ITEM	BASIS			TOTAL COST	DES COST
Gas/Vehicles/Maint	\$500 per month x 12 months			\$ 6,000	\$ 6,000
Per Diem	\$25 per day for 60 days for 5 FTE's / Board Memt			\$ 7,500	\$ 7,500
<b>TOTAL TRAVEL</b>				<b>\$ 13,500</b>	<b>\$ 13,500</b>

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
Sparkletts/Other Space Expense	\$100 x 12 months			\$ 1,200	\$ 600
<b>TOTAL SPACE</b>				<b>\$ 21,276</b>	<b>\$ 10,638</b>

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL EQUIPMENT</b>		<b>\$ -</b>	<b>\$ -</b>

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	\$50 per month x 12 months	\$ 600	\$ 300
<b>TOTAL MATERIALS AND SUPPLIES</b>		<b>\$ 12,600</b>	<b>\$ 4,805</b>

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	\$1000 for training sessions for 5 FTE's (includes hotel, registration)	\$ 5,000	\$ 5,000
Advisory Board Quarterly Meetings	Registrations and meals	\$ 4,375	\$ 4,375
Local Fax, 800 Line, Phone Line & Service	\$2,000 x 12 months	\$ 24,000	\$ 6,285
Maintenance, Leases Agreements & Memberships/Dues		\$ 33,375	\$ 15,660
<b>TOTAL OPERATING EXPENSES</b>		<b>\$ 33,375</b>	<b>\$ 15,660</b>

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$ -	\$ -
<b>TOTAL INDIRECT COSTS</b>		<b>\$ -</b>	<b>\$ -</b>

<b>10. SUBTOTAL ADMIN COSTS</b>		<b>\$ 218,511</b>	<b>\$ 154,875</b>
---------------------------------	--	-------------------	-------------------

11. VOUCHERS

ITEM	BASIS	TOTAL COST	DES COST
LIHEAP		\$ 116,560	\$ 116,560
LIHCON		\$ -	\$ -
LLVG		\$ -	\$ -
NHN		\$ 296	\$ 296
TANF		\$ 30,000	\$ 30,000
<b>TOTAL VOUCHERS</b>		<b>\$ 146,856</b>	<b>\$ 146,856</b>

12.	<b>TOTAL SERVICE COST/DES TOTAL COST:</b>	<b>\$ 365,367</b>	<b>\$ 301,731</b>
-----	---	-------------------	-------------------

REVENUE SOURCES:

DES Case Mgt.	\$ 301,731	\$ 301,731
Gila County	\$ 63,636	
<b>TOTAL REVENUE:</b>	<b>\$ 365,367</b>	<b>\$ 301,731</b>

3/31/2015

## EXHIBIT A

### DEFINITIONS

- 1.0 ACC – The Arizona Administrative Code.
- 2.0 COATES – Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 3.0 CSBG – The Community Services Block Grant Act (42 U.S.C. § 9901 *et seq.*), as amended by Public Law 105-285
- 4.0 Community Action Agency (CAA) – A designated eligible entity as described under the federal Community Services Block Grant Act
- 5.0 Community Action Plan – A document submitted by the Community Action Agencies to the Community Services Administration in order to receive the sub-grants or contracts from the Community Services Administration grant provided under Section 576 of the Community Services Block Grant Act
- 6.0 Comprehensive and Coordinated Service System – A system for providing all necessary supportive services within a Planning and Service Area.
- 7.0 DES EN-005 Application For Benefits – The standardized application for benefits used by DES to obtain client demographic and financial information from program applicants.
- 8.0 Designated LIHEAP contractor – An agency designated to provide utility assistance services in a specified geographic service area, as described under the Community Opportunities, Accountability, Training and Educational Services Act of 1998.
- 9.0 Eligible Individual – An individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 10.0 Formal Services – Formal services are those services that are provided by an agency or organization.
- 11.0 Informal Resources – Informal resources are considered family and friends.
- 12.0 Planning and Service Area – A geographical area in the state or state jurisdiction that is designated by the Community Services Administration for the purposes of planning, development, and overall administration of services under an approved Title XX, Social Services Plan.
- 13.0 Private, non-profit CAAs – A designated Community Action Agency that has been established and maintained as a 501(c)(3) as recognized by the Internal Revenue Service.
- 14.0 Public CAAs – A designated Community Action Agency that is a unit of Local Government such as a municipality, or a County Government.
- 15.0 ROMA – Results Oriented Management and Accountability is a system established by the federal Department of Health and Human Services for the purpose of tracking and reporting outcomes of the Community Services Block Grant.
- 16.0 State Agency – Department of Economic Security – The agency designated to develop and administer the State Plan which is the focal point for services targeted to low-income individuals and families in the state.
- 17.0 Linguistically Appropriate and Culturally Relevant – Respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an agency service system. Such a system enables the agency, to work effectively in cross-cultural situations. The agency will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

EN-005-1 (11-88)

Exhibit B

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Division of Aging and Adult Services - Community Action Program

STAPLE HERE

APPLICATION FOR SERVICES

DES USE ONLY

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK

APPLICANT'S SOC. SEC. NO.	DATE OF APPLICATION (MM/DD/CCYY)	WORKER'S ID NO.	SITE CODE	SERIAL NO.
---------------------------	----------------------------------	-----------------	-----------	------------

APPLICANT'S NAME (Last, First, MI)

APPLICANT'S MAILING ADDRESS (No., Street, Apt. No.)	APPLICANT'S RESIDENTIAL ADDRESS (No., Street, Apt. No.)
---	---

(City, State, ZIP)	(City, State, ZIP)	COUNTY
--------------------	--------------------	--------

PHONE NO. (Include area code)	BIRTH DATE (MM/DD/CCYY)	ETHNIC CODE (1)*	HOUSEHOLD SIZE	GENDER <input type="checkbox"/> M <input type="checkbox"/> F	DISABLED (In household) <input type="checkbox"/> Yes <input type="checkbox"/> No	HOMELESS <input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------	-------------------------	------------------	----------------	---	---	--

DO YOU LIVE IN PUBLIC HOUSING OR PROJECT SUBSIDIZED HOUSING <input type="checkbox"/> Yes <input type="checkbox"/> No	DO YOU MAKE UTILITY PAYMENTS <input type="checkbox"/> Yes <input type="checkbox"/> No	CRISIS CODE (2)*	MONTHLY UTILITY COST (LINEAP only) \$
---	--	------------------	--

NASCEP DEMOGRAPHIC INFORMATION

FAMILY TYPE (5)* - HH	HOUSING (4)* - HH	EDUCATION (6)* - APPLICANT	DATE IN STATE (MM/DD/CCYY) APPLICANT	DATE IN COUNTY (MM/DD/CCYY) - APPLICANT
-----------------------	-------------------	----------------------------	--------------------------------------	---

INCOME TYPE - HH <input type="checkbox"/> Employment only <input type="checkbox"/> Employment and benefits <input type="checkbox"/> Other income <input type="checkbox"/> No income		BENEFITS - HH <input type="checkbox"/> CA (TANF) <input type="checkbox"/> SSI <input type="checkbox"/> Social Security <input type="checkbox"/> Pension <input type="checkbox"/> Unemployment <input type="checkbox"/> NA		MH
--	--	--	--	----

Was the applicant provided with energy education brochures and/or a brief energy education? If custodial single parent in household, was referral made to child support services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	MIGRANT FARM WORKER - HH <input type="checkbox"/> Yes <input type="checkbox"/> No	SEASONAL FARM WORKER - HH <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--	---

INCOME INFORMATION

PRIOR 90 DAYS FROM/INCLUDING APPLICATION DATE TIME FRAME  
From (30<sup>th</sup> day): To (Application date):

Income By HH Member's name	Income Source (Name and Phone No.)	Method of Verification (HC, CC, YV, CS)	Frequency (e.g., Monthly, Bi-weekly, Weekly)	Day Received (e.g., Mon., Tue., etc.)	Units and Gross Amount Received Per Check	Gross Amount Received (Before Deductions)
						\$
						\$
						\$
						\$
					Total Household Gross Income	\$

The client meets which poverty guidelines:  125%  150%

INCOME INFORMATION NOTES

STAPLE HERE

HOUSEHOLD INFORMATION

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK.

| APPLICANT                    | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|------------------------------|--|---|---|---|---|---|---|
| 1. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 2. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 3. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 4. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 5. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 6. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 7. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 8. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 9. HOUSEHOLD MEMBER          | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| 10. DESCRIBE EPISODE OF NEED | <input type="checkbox"/> M<br><input type="checkbox"/> F | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

\*Codes/definitions on back of Page 3

Distribution: ORIGINAL - DHS/CSA (Contracted Agency), CANARY - Agency's Client File, PINK - Client's Copy, GOLDENROD - Subagency's Copy  
 Equal Opportunity Employer/Program  
 See reverse of EN-005-3 for Americans with Disabilities Act (ADA) Disclosures.

STAPLE HERE

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK

PAYMENT INFORMATION

APPLICANT'S NAME (Last, First, MI)				APPLICANT'S SOC. SEC. NO.				
Account No.	Voucher No.	Vendor's Code	Vendor's Name	Billing Name	Service Code	Budget Code	Amount	Need Guarantee
							\$	Yes No
							\$	Yes No
							\$	Yes No
							\$	Yes No
							\$	Yes No
VENDOR/PAYEE'S NAME (Check to be revised to)				VENDOR/PAYEE'S MAILING ADDRESS (No., Street, Apt. No.)		ACTUAL MONTHLY RENT/MORTGAGE		FBI NO. (Mandatory)
				(City, State, ZIP)				

Has the household received ETC'S services in the prior 12 months?  Yes  No If yes, what agency?  APPROVED  DENIED

APPLICANT'S STATEMENT OF TRUTH

Under penalty of perjury and acknowledged by my signature below, I swear or affirm that the statements made regarding the persons in my home, and the income, resources, property and all other items that pertain to my possible eligibility for benefits are true and correct to the best of my knowledge.  
*Bajo pena de juramento por mi firma abajo, yo juro o afirmo que las declaraciones hechas en cuanto a las personas en mi hogar, y los ingresos, los recursos, propiedades y todas cosas demás que pertenecen a mi eligibilidad posible por beneficios son verdaderas y ciertas según mi leal entender y saber.*

RELEASE OF INFORMATION

I authorize the Department of Economic Security and/or delegate agency to contact any source necessary to establish the accuracy of the information given by me. Furthermore, I authorize any landlord or utility company to which payment of credit on my behalf may be made to release information regarding my current account including, but not limited to, billing information to the State of Arizona, or its contract designee. I understand that the Arizona Department of Economic Security may use information provided on this form for purposes of research, evaluation, and analysis.

*Yo autorizo al Departamento de Seguridad Económica y/o la agencia designada para comunicarse con cualquier fuente necesaria para establecer la exactitud de la información que le proveo. Además, autorizo a cualquier propietario o servicio público a lo que se efectúe un pago de crédito por mi parte para divulgar información en cuanto a mi cuenta actual incluso pero no limitado a, información, de facturación, de suscripción al Estado de Arizona o su designado contratada. Entiendo que el Departamento de Seguridad Económica de Arizona puede usar la información provista en este formulario para los propósitos de estudios, evaluación y análisis.*

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

WORKER'S STATEMENT

I have interviewed the applicant and have explained the following: His/her right to the appeal process. I have also advised the applicant of any penalties for fraud and/or misrepresentation. I have completed my investigation of the financial eligibility as required by program rules and regulations.

WORKER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 REVIEWER'S ID NO. \_\_\_\_\_

Distribution: ORIGINAL -- DES/CSEA (Contracted Agency); CANARY -- Agency's Client File; PINK -- Client's Copy; GOLDBROD -- Babagony's Copy \*Codes/Definitions on back of Page 3  
 See page reverse of EN-005-1 for HOE/ADA disclosures + See el reverso del EN-005-1 para las declaraciones de HOE/ADA

**CODES AND DEFINITIONS**

EN-005-1  
HH - Household

(1) Ethnic Code	(2) Crisis (LIEBAP Supplemental only - Choose only one)	(3) Family Type	(4) Housing Type	(5) Education
1 White	1 Loss or reduction of income or public maintenance benefits	1 Single parent/female	1 Rent	1 00-08
2 Black	2 Uninspected and unplanned expenses	2 Single parent/male	2 Own	2 09-12 (Non-graduate)
3 Native Amer.	3 Health and Safety condition	3 Two-parent household	3 Homeless	3 High School graduate/GED
4 Hispanic		4 Single person	4 Other	4 12 + some college/trade school
5 Asian		5 Two adults (no minor children)		5 College Graduate
6 Other		6 Other		

**NASCFP INCOME TYPE:** (Persons received by all household members in the last 30 days, including the date of application.)

*Special notes "Employment" and "Benefits" cannot both be checked.*

**Employment =** Check if any income was from employment, including self-employment.

**Employment & Benefits =** Check if any income was from employment AND benefits (also check all that apply in the Benefits - HH box; CA (TANF), SSI, Social Security, Pension, Unemployment).

**Other Income =** Check if any income is from child support, alimony/spousal maintenance, temporary Workers' Compensation, or rental income.

**Special notes If "no income" is checked, no other item in "Income Type" or "Benefits" may be checked**

**No Income =** Check if there was zero income.

**NASCFP BENEFITS:** (Benefits received by any household member in the last 30 days.)

CA (TANF) = Formerly AFDC

SSI = Supplemental Security Income (administered by the Social Security Administration)

Social Security = Any other income received from the Social Security Administration.

Pension = Any retirement income, permanent Workers' Compensation, permanent disability insurance payments.

Unemployment = Unemployment Insurance Benefits administered by DES

**NASCFP NA: Nutrition Assistance is not part of "Benefits" section. Check if anyone in the household received Nutrition Assistance in the last 30 days, including the date of application.**

**INCOME INFORMATION:**

EC = Hard Copy of document is in client file.

VV = Visual Verification of documentation was made. All required facts are noted on application. Reason for visual verification is noted in client file.

CS = Client Statement was used as last resort. Notification of client and caseworker efforts to acquire document/information are noted on application and in client file.

CC = Collateral Contact verifying information is documented and in client file.

Visual Verification of documentation was made. All required facts are noted on application. Reason for visual verification is noted in client file.

Client Statement was used as last resort. Notification of client and caseworker efforts to acquire document/information are noted on application and in client file.

EN-005-1

(6) Last grade completed	(7) Ethnic Code	(8) Citizenship Status
00-08	1 White	1 U.S. Born/Naturalized
09-12 (Non-graduate)	2 Black	2 Eligible Legal Resident
High School graduate/GED	3 Native American	3 Non-eligible Legal Resident
12 + some college/trade school	4 Hispanic	
College Graduate	5 Asian	
	6 Other	

Equal Opportunity Employment Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & 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, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department 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, contact (602) 542-6000; TTY/TTDD Services: 7-1-1.



**Completion Instructions for FES-1000AFORFF**  
**CONTRACTOR'S EQUIPMENT LIST**  
*(Capital and Stewardship Equipment Items)*

**A. Purpose.**

To facilitate the inventory control of capital and stewardship equipment purchased with Department contract funds.

**B. Completion.**

The following sections must be completed by the contractor within 30 days of acquisition of equipment purchased with contract funds and annually thereafter until the contract's termination. At the contract's conclusion date, an end-of-contract inventory is completed. ALL INFORMATION IS TO BE TYPED. All items are self-explanatory except:

**CONTRACTOR'S NAME.** Enter legal name and DEA (*doing business as*) name.

**FEI OR SSN.** Enter the federal employer identification number or social security number as applicable.

**DES CONTRACT NO.** Enter the contract number through which the equipment was purchased or acquired.

**INVENTORY DATE.** Enter the date form is prepared.

**DES ASSET NO.** Leave blank. This number will be entered by the Department. If the Department has previously provided a number, enter it.

**ITEM DESCRIPTION.** Enter the type of item and model number.

**ACQUISITION DATE.** Enter the acquisition date of purchased equipment item.

**PHYSICAL LOCATION.** Enter the address where the equipment is located. Do not use a "P.O. Box" designation.

**TOTAL ITEM COST.** Enter the total cost of the equipment item.

**DES CONTRACT COST.** Enter the amount of contract funds used to acquire the item.

**CONTRACTOR'S SIGNATURE.** The individual delegated authority for the inventory control must sign the form.

Shaded area is to be completed by DES staff.

**C. Routing.**

The contractor submits the form to the DES Program Division/Administration Contract Unit within 30 days of the acquisition of the item and annually thereafter. Upon receipt, the DES Program Division/Administration will forward the completed form to the Fleet and Equipment Services Unit, DBF, at site code 812Z-1.

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & 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, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department 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, contact (602) 271-0597; TTY/TTD Services: 7-1-1.

**Exhibit D**

**COMMUNITY  
ACTION  
PLAN**

**SFY 20\_\_**

## Community Action Plan

I. **Organization:** \_\_\_\_\_

ADES Contract No: \_\_\_\_\_

State Fiscal Year Covered by this Community Action Plan: SFY \_\_\_\_\_

### II. Executive Summary

A. **Community Action Agency Director:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

B. **CSBG Contact Person:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

### III. Statement of CSBG Assurances

As part of the annual Community Action Plan required by Section 676 of the Community Services Block Grant Act, as amended, (42 U.S. C. 9901 et seq.), the chief executive of this Community Action Agency hereby agrees to the Assurances outlined below:

#### A. Programmatic Assurances

1. The CAA assures that funds made available through the CSBG will be used to:

Support activities that are designed to assist low-income families and individuals, including homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families; [676(b)(1)]

Please select and provide a description of how such activities will enable families and individuals:

to remove obstacles and solve problems that block the achievement of self-sufficiency;

Description:

---

---

---

---

to secure and retain meaningful employment;

Description:

---

---

---

---

to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in communities involved, which may include carrying out family literacy initiatives;

Description:

---

---

---

---

to make better use of available income;

Description:

---

---

---

---

to obtain and maintain adequate housing and a suitable living environment;

Description:

---

---

---

---

to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;

Description:

---

---

---

---

to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners;

Description:

---

---

---

---

to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime; [676(b)(1)]

to make more effective use of, and to coordinate with, other programs related to the purposes of CSBG, (including State welfare reform efforts); [676(b)(1)]



Please provide information describing how the CAA will carry out this assurance:

---

---

---

---

---

---

---

---

4. The CAA assures that the agency will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations; [‘676(b)(9)]

Please provide information describing how the CAA will carry out this assurance:

---

---

---

---

---

---

---

---



included collection of existing data to describe the community demographics and assets, a review of existing community assessments to determine needs identified in the past and identification of the current social, employment and health in the community. In addition to existing data sources, X number of key informant interviews were conducted, a service provider survey was completed by 37 providers in our service area and three focus groups were held. Finally, information gained from Community Forums conducted by Arizona State University on behalf of the Arizona Community Action Association was incorporated into the findings of the Assessment.

Service gaps were identified based an analysis of 1) the social, health and employment indicators, 2) perceptions of the key informants, and 3) the community input from focus groups and the Community Forum.

In preparing the Community Action Program 2010 Plan, the results of the assessment were reviewed by the CAP Advisory Board and CAP management to determine priorities relative to the Community Services Block Grant Funding. The process for prioritizing included:

- 1.
- 2.
- 3.

b. Please indicate the date this community needs assessment was finalized:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

7. The CAA assures that the agency will administer the community services block grant program through a tripartite board that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities; [‘676B]

a. Please provide information describing how the CAA will carry out this assurance:

---

---

---

b. Please provide the current Tripartite Board Roster and contact information immediately below:

**Tripartite Board Roster**

Board Member Name	Address	Telephone Number	Indicate No More than One: *Low -Income Rep *Elected Official *Business or Industry	Indicate Length of Term and Term Limit End Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

c. Please describe the democratic selection process used to elect a low-income representative on the tripartite board:

---



---



---



---



---



---

- d. Please attach a copy of the current board by-laws as an addendum to this document and indicate when these by-laws were last reviewed and revised:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

B. Administrative Assurances

1. The CAA assures that unobligated funds carried forward into the following State Fiscal Year (SFY) for expenditure will be consistent with program purposes; [ '675 ( C ) superseded by Public Law 107-116]
2. The CAA assures that it will comply with the terms of any contract with the State, with the State plan, and to meet appropriate administrative standards, performance goals, financial management requirements, and other requirements established by the State (including performance objectives); [ '678C(a)]
3. The CAA assures that it will establish fiscal control and fund accounting procedures necessary to assure the proper disbursement of accounting for Federal and State funds paid to the CAA, including procedures for monitoring funds provided under the CSBG; [ '678D(a)]
4. The CAA assures that it will participate in Results Oriented Management and Accountability Practices for the purpose of measuring performance and results. This includes defining outcomes under the six national goals that promote self-sufficiency, building agency capacity, and community revitalization; [ '678E(a)(1)(A) and '678E(a)(1)(B)]
5. The CAA assures that it will repay the State amounts found not to have been expended in accordance with the CSBG Act, or the State may offset such amounts against any other amount to which the CAA is or may become entitled under the CSBG program; [679C(a)]
6. The CAA assures that CSBG funds will not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility; [ '678F(a)]
7. The CAA assures that programs assisted by community services block grant funds shall not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan 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 voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity; [‘678F(b)]

8. The CAA assures that no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community services block grant funds. Any prohibition against distribution on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity; [‘678F©]
9. The CAA assures that religious organizations will be considered on the same basis as other non-governmental organizations to provide assistance under the program so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment of the Constitution; not to discriminate against an organization that provides assistance under, or applies to provide assistance under the community services block grant program on the basis that the organization has a religious character; and not to require a religious organization to alter its form of internal government except as provided under the CSBG Section 678B or to remove religious art, icons, scripture or other symbols in order to provide assistance under the community services block grant; [‘679]
10. The CAA assures that it will comply with the requirements of Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee. The CAA further agrees that it will require the language of this certification be included in any sub-awards, which contain provisions for children’s services and that all sub-contractors shall certify accordingly.

---

Signature

---

Authorized Signatory/Director of the Agency

Date

**IV. Narrative Plan To Implement Assurances**

**1. Administrative Structure**

Please provide a description of the CAA as an organization, its primary functions, mission, responsibilities, organizational structure, and its association as a part of a larger entity if appropriate;

---

---

---

---

---

---

---

---

---

---

**2. Program Overview**

**A. Service Delivery System**

Please provide a description of the service delivery system for services provided or coordinated with CSBG funds, targeted to low-income individuals and families in the community; [‘676(b)(3)(A)] This should include services to be provided, current programs, geographical location, population demographics, and socio-economic factors existing in the area;

---

---

---

---

---

**B. Subcontracting Agencies**

Please identify subcontracting agencies, CSBG funding levels, and services provided by each agency.

**SUBCONTRACTING AGENCIES**

AGENCY NAME ADDRESS TELEPHONE NUMBER	SERVICES PROVIDED	CSBG FUNDS AWARDED
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
	<b>TOTAL</b>	

3. **Linkages**

Please provide information which describes how linkages will be developed to fill identified gaps in the services, through the provision of information, referrals, case management, and follow up consultation; [‘676(b)(3)(B)]

---

---

---

---

---

---

---

---

---

---

4. **Coordination of Funds**

Please provide information which describes how CSBG funds will be coordinated with other public and private resources; [‘676(b)(3)(C)]

---

---

---

---

---

---

---

---

5. **Innovative Community and Neighborhood Based Initiatives**

Please provide information which describes how the CAA will use funds to support innovative community and neighborhood-based initiatives related to the purposes of CSBG, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting; [676(b)(3)(D)]

---

---

---

---

---

---

---

---

---

---

---

---

6. **Child Support Referrals**

Please provide information which describes how the CAA will inform custodial parents in single-parent families that participate in programs, activities, or services carried out under the CSBG about the availability of child support services; and refer eligible parents to the child support offices of the State. [678G(b)(1) & (2)]

---

---

---

---

---

---

---

---

---

---

---

---

**V. Results Oriented Management and Accountability (ROMA) Performance Measures**

Please attach a copy of the ROMA Catalog and specify the performance measures the CAA will report in the timeframe covered by this Community Action Plan, to measure agency success in achieving the six OCS National Community Action Goals.

Goals	Community Needs / Gaps in Service	Performance Measures
Low-income People Become More Self-Sufficient		
The Conditions in Which Low-income People Live are Improved.		
Low Income People Own a Stake in Their Community		
Partnerships Among Supporters and Providers of Service to Low-income People are Achieved.		
Agencies Increase Their Capacity to Achieve Results		
Low-income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.		

**Exhibit E**

Part II: Outcome of Efforts, FY 20 - Quarter				
National Performance Indicators - Agency Level Forms				
Name of Agency Reporting:				
Goal 1: Low-income people become more self-sufficient.				
National Performance Indicator (2)	A) Number of Participants Enrolled in Program(s)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C) Number of Participants Achieving Outcome in Reporting Period (Actual)	D) Percentage Achieving Outcome in Reporting Period (C-B)/B x 100
Employment The number and percentage of low-income participants in Community Action employment initiatives who get a job, become self-employed, or measured by one or more of the following:				
A. Unemployed and obtained a job (Pg.16)				#DIV/0!
B. Employed and maintained a job for at least 90 days (Pg.17)				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits (Pg.17)				#DIV/0!
D. Achieved "living wage" employment and/or benefits (Pg.18)				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
				#DIV/0!
				#DIV/0!
				#DIV/0!

**Goal 1: Low-income people become more self-sufficient.**

National Performance Indicator 2 Employment Supports The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by one or more of the following:	Number of Participants Enrolled in Program(s)	Number of Participants Achieving Outcome in Reporting Period
A. Obtained skills/competencies required for employment (Pg.21)		
B. Completed ABE/GED and received certificate or diploma (Pg.21)		
C. Completed post-secondary education program and obtained certificate or diploma (Pg.21)		
D. Enrolled children in before or after school programs (Pg.22)		
E. Obtained care for child or other dependant (Pg.22)		
F. Obtained access to reliable transportation and/or driver's license (Pg.22)		
G. Obtained health care services for themselves or family member (Pg.23)		
H. Obtained safe and affordable housing (Pg.23)		
I. Obtained food assistance (Pg.23)		
J. Obtained non-emergency LIHEAP energy assistance (Pg.24)		
K. Obtained non-emergency WX energy assistance (Pg.24)		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX) (Pg.24)		
In the rows below, please include any additional indicators that were not captured above.		

**Goal 1: Low-income people become more self-sufficient.**

	<p><b>National Performance Indicator 1:</b></p> <p><b>Economic Asset Enhancement and Utilization</b></p> <p>The number and percentage of low-income households that achieve and/or improve financial assets and/or financial skills as a result of Community Action assistance and the aggregated amount of those assets and resources for all participants achieving the outcome as measured by one of the methods below:</p>	<p>A) Number of Participants Enrolled in Program(s)</p> <p>(#)</p>	<p>B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)</p> <p>(#)</p>	<p>C) Number of Participants Achieving Outcome in Reporting Period (Actual)</p> <p>(#)</p>	<p>D) Percentage Achieving Outcome in Reporting Period (C/B x 100)</p> <p>(%)</p>	<p>E) Aggregated Dollar Amounts (Payments, Credits, or Savings)</p> <p>(\$)</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">E N H A N C E M E N T</p>	<p>1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits (Pg.27)</p>				<p>#DIV/0!</p>	
	<p>2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments (Pg.27)</p>				<p>#DIV/0!</p>	
	<p>3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings (Pg.27)</p>				<p>#DIV/0!</p>	
<p><i>In the rows below, please include any additional indicators that were not captured above.</i></p>						
					<p>#DIV/0!</p>	
					<p>#DIV/0!</p>	
					<p>#DIV/0!</p>	

**Goal 1: Low-income people become more self-sufficient.**

National Performance Indicator 3 (Continued) Economic Asset Enhancement and Utilization	A) Number of Participants Enrolled in Programs (#)	B) Number of Participants Expected to Achieve Outcomes in Reporting Periods (#)	C) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	D) Percentage Achieving Outcome in Reporting Period (C/B * 100) (%)	E) Aggregated Total Amounts (Payments, Credits, or Savings) (\$)
	(#)	(#)	(#)	(%)	(\$)
1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days (Pg.27)				#DIV/0!	N/A
2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account (Pg.28)				#DIV/0!	N/A
3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings (Pg.28)				#DIV/0!	
4. Of participants in a Community Action assets development program (IDA and others): (Pg.28)	N/A				
a. Number and percent of participants capitalizing a small business with accumulated savings (Pg.28)				#DIV/0!	
b. Number and percent of participants pursuing post-secondary education with accumulated savings (Pg.28)				#DIV/0!	
c. Number and percent of participants purchasing a home with accumulated savings (Pg.29)				#DIV/0!	
d. Number and percent of participants purchasing other assets with accumulated savings (Pg.29)				#DIV/0!	
<i>In the rows below, please include any additional indicators that were not captured above.</i>					
				#DIV/0!	
				#DIV/0!	
				#DIV/0!	

U  
T  
I  
L  
I  
Z  
A  
T  
I  
O  
N



**Goal 2: The conditions in which low-income people live are improved.**

National Performance Indicator 21 Community Improvement and Revitalization Increase or strengthening of affordable opportunities and community resources in services for low-income people within the community as a result of community action projects/initiatives as directed by the public and private agencies, as measured by one or more of the following:	Number of Projects or Initiatives (A)	Number of Opportunities and/or Community Resources Preserved or Increased (B)
A. Jobs created, or saved, from reduction or elimination in the community (Pg.32)		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community (Pg.32)		
C. Safe and affordable housing units created in the community (Pg.33)		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy (Pg.33)		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination (Pg.33)		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation (Pg.34)		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education (Pg.35)		
In the rows below, please include any additional indicators that were not captured above.		

**Goal 2: The conditions in which low-income people live are improved.**

National Performance Indicator 2 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods are improved by community action initiatives or advocacy as measured by one or more of the following:	Number of Program Initiatives or Advocacy Efforts (#)	Number of Community Assets, Services or Facilities Preserved or Increased (#)
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets (Pg.37)		
B. Increase in the availability or preservation of community facilities (Pg.38)		
C. Increase in the availability or preservation of community services to improve public health and safety (Pg.38)		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods (Pg.38)		
E. Increase in or preservation of neighborhood quality-of-life resources (Pg.39)		

In the rows below, please include any additional indicators that were not captured above.


National Performance Indicator 2 - NEW INDICATOR Community Engagement The number of community members working with Community Action to improve conditions in the community:	Total Contribution Community (#)
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives (Pg.41)	
B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours) (Pg.41)	

National Performance Indicator 2 - NEW INDICATOR Employment Growth from ARRA Funds The total number of jobs created or saved, at least in part by ARRA funds, in the community:	Number of Jobs (#)
A. Jobs created at least in part by ARRA funds (Pg.43)	
B. Jobs saved at least in part by ARRA funds (Pg.43)	

In the rows below, please include any additional indicators that were not captured above.




**Goal 3: Low-income people own a stake in their community.**

<b>National Performance Indicator 3.1 *NEW INDICATOR*</b> <b>Community Enhancement through Maximum Feasible Participation</b> The number of volunteer hours donated to Community Action	<b>Total Number of Volunteer Hours</b>  (#)
<b>Total number of volunteer hours donated by <u>low-income individuals</u> to Community Action (This is ONLY the number of volunteer hours from individuals who are low-income)</b> (Pg.44)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

<b>National Performance Indicator 3.2</b> <b>Community Empowerment through Maximum Feasible Participation</b> The number low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:	<b>Number of Low-Income People</b>  (#)
<b>A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts</b> (Pg.46)	
<b>B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance</b> (Pg.47)	
<b>C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance</b> (Pg.47)	
<b>D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action</b> (Pg.47)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	







**Goal 5: Agencies increase their capacity to achieve results.**

<b>National Performance Indicator 5.1</b> <b>Agency Development</b> The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following (Pg 62)	<b>Resources in Agency</b> (#)
Number of C-CAPs	
Number of ROMA Trainers	
Number of Family Development Trainers	
Number of Child Development Trainers	
Number of staff attending trainings	
Number of board members attending trainings	
<i>Hours</i> of staff in trainings	
<i>Hours</i> of board members in trainings	
In the rows below, please include any additional indicators that were not captured above. Please describe these measures in Goal 5 Notes.	



**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.1 Independent Living	Number of Vulnerable Individuals Living Independently
The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services.	(#)
<b>A. Senior Citizens</b> (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over) (Pg.55)	
<b>B. Individuals with Disabilities</b> (Pg.55)	
Ages: 0-17	
18-54	
55-over	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 6.2 Emergency Assistance	Number of Individuals Seeking Assistance	Number of Individuals Receiving Assistance
The number of low-income individuals served by Community Action who sought emergency assistance and the number of these individuals for whom assistance was provided, including such services as:	(#)	(#)
<b>A. Emergency Food</b> (Pg.59)		
<b>B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources</b> (Pg.59)		
<b>C. Emergency Rent or Mortgage Assistance</b> (Pg.59)		
<b>D. Emergency Car or Home Repair</b> (i.e. structural, appliance, heating system, etc.) (Pg.59)		
<b>E. Emergency Temporary Shelter</b> (Pg.60)		
<b>F. Emergency Medical Care</b> (Pg.60)		
<b>G. Emergency Protection from Violence</b> (Pg.60)		
<b>H. Emergency Legal Assistance</b> (Pg.61)		
<b>I. Emergency Transportation</b> (Pg.61)		
<b>J. Emergency Disaster Relief</b> (Pg.61)		
<b>K. Emergency Clothing</b> (Pg.62)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.3 Child and Family Development		A) Number of Participants Enrolled in Program(s)	B) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C) Number of Participants Achieving Outcome in Reporting Period (Actual)	D) Percentage Achieving Outcome in Reporting Period [(C/B) x 100]
The number and percentage of infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals as measured by one or more of the following:		(#)	(#)	(#)	(%)
I N F A N T S & C H I L D R E N	1. Infants and children obtain age-appropriate immunizations, medical, and dental care				#DIV/0!
	2. Infant and child health and physical development are improved as a result of adequate nutrition				#DIV/0!
	3. Children participate in pre-school activities to develop school readiness skills				#DIV/0!
	4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade				#DIV/0!
Y O U T H	1. Youth improve health and physical development				#DIV/0!
	2. Youth improve social/emotional development				#DIV/0!
	3. Youth avoid risk-taking behavior for a defined period of time				#DIV/0!
	4. Youth have reduced involvement with criminal justice system				#DIV/0!
	5. Youth increase academic, athletic, or social skills for school success				#DIV/0!
A D U L T S	1. Parents and other adults learn and exhibit improved parenting skills				#DIV/0!
	2. Parents and other adults learn and exhibit improved family functioning skills				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>					
Family Maintenance: (specify outcome)					#DIV/0!
Family Maintenance: (specify outcome)					#DIV/0!
					#DIV/0!

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.4 - NEW INDICATOR	Number of Participants Enrolled in Program(s)	Number of Participants Achieving Outcome in Reporting Period
<b>Family Support (Seniors, Disabled and Caregivers)</b> Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	(7)	(8)
A. Enrolled children in before or after school programs (Pg.72)		
B. Obtained care for child or other dependant (Pg.72)		
C. Obtained access to reliable transportation and/or driver's license (Pg.72)		
D. Obtained health care services for themselves or family member (Pg.73)		
E. Obtained safe and affordable housing (Pg.73)		
F. Obtained food assistance (Pg.73)		
G. Obtained non-emergency LIHEAP energy assistance (Pg.73)		
H. Obtained non-emergency WX energy assistance (Pg.74)		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX) (Pg.74)		

National Performance Indicator 6.5 - NEW INDICATOR	Number of Services
<b>Service Counts:</b> The number of services provided to low-income individuals and/or families, as measured by one or more of the following:	(9)
A. Food Boxes (Pg.76)	
B. Pounds of Food (Pg.77)	
C. Units of Clothing (Pg.77)	
D. Rides Provided (Pg.77)	
E. Information and Referral Calls (Pg.78)	



**Exhibit F**

**COMMUNITY SERVICES BLOCK GRANT  
INFORMATION SYSTEM (CSBG IS) SURVEY**

**Sections D-G and  
National Performance Indicators for the Six National Goals 1-6**

**of**

**FISCAL YEAR 20\_\_**

**COMMUNITY SERVICES BLOCK GRANT**

**by**

**THE NATIONAL ASSOCIATION FOR STATE COMMUNITY SERVICES PROGRAMS**

**Section D: Accomplishments and Coordination of Funds**

> Use a separate sheet for your answers, or enter them here. Please do not use acronyms.

**1. Strategic Thinking for Long-Term Solutions**

a. Please describe an agency strategy which addresses a long-term solution to a persistent problem affecting members of the low-income community. Address the following questions:

i. How did the agency identify the community need?

ii. How were CSBG funds used to plan, manage, and/or develop the approach?

iii. What local partners were involved, and how did each contribute to the program?

iv. What outcome indicators did the agency use to measure success?

v. What outcomes have resulted in FY 2013? If no outcomes yet, when?

**2. Delivering High-Quality, Accessible, and Well-Managed Services**

a. Please describe what you consider to be the top management accomplishment achieved by your State CSBG office during FY 2013. Show how responsible, informed leadership led to effective and efficient management of CSBG.

**Top State Management Accomplishment:**

b. Please describe what you consider to be the top three management accomplishments achieved by your agencies during FY 2013. Show how responsible, informed leadership and effective, efficient processes led to high-quality, accessible, and well-managed services.

**Top Three Agency Management Accomplishments:**

1.

2.

3.

Exhibit F - CSBG IS Survey

**3. Mobilizing Resources to Support Innovative Solutions**

a. Please describe how your agency addressed a cause or condition of poverty in the community using an innovative or creative approach. Showcase how your agency relied on mobilization and coordination of resources to help reach interim and final outcomes. Demonstrate how CSBG "works" as it funds staff activities, investments, or services to meet a community need. Include the following elements:

i. Agency name (no acronyms please)

ii. Program name

iii. CSBG service category

iv. Description of program (capacity, duration, targeted population, etc)

v. How was the agency's approach innovative or creative? Please be specific.

vi. Outcomes achieved (include the number of people enrolled and areas affected)

vii. How were CSBG funds used? Please be specific.

viii. What local partners were involved, and how did each contribute to the program?

**4. Providing Positive Results for Vulnerable Populations**

a. Please describe one youth-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of Initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

b. Please describe one senior-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of Initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

**Section E: CSBG Expenditures by Service Category**

Agency Reporting: [Redacted]

Table 1: Total amount of CSBG funds expended in FY 2013 by Service Category

Service Category	CSBG Funds
1. Employment	[Redacted]
2. Education	[Redacted]
3. Income Management	[Redacted]
4. Housing	[Redacted]
5. Emergency Services	[Redacted]
6. Nutrition	[Redacted]
7. Linkages	[Redacted]
8. Self Sufficiency	[Redacted]
9. Health	[Redacted]
10. Other	[Redacted]
<b>Totals</b>	<b>[Redacted]</b>

Of the CSBG funds reported above **\*\*\*** [Redacted] **\*\*\*** were for administration.

Please consult the instructions regarding what constitutes "administration."

Table 2: Of the funding listed in Table 1: Funds for Services by Demographic Category, FY 2013

Demographic Category	CSBG Funds
1. Youth (Individuals aged 12 to 18)	[Redacted]
2. Seniors (Individuals aged 65 and up)	[Redacted]



**SECTION F. Resources Administered and Generated**

**16. State Resources**

- |   |          |                           |
|---|----------|---------------------------|
| a. State appropriated funds used for the same purpose as federal CSBG funds | 16a.     | <input type="text"/>      |
| b. State Housing and Homeless programs (include housing tax credits)        | 16b.     | <input type="text"/>      |
| c. State Nutrition programs   | 16c.     | <input type="text"/>      |
| d. State Day Care and Early Childhood programs                              | 16d.     | <input type="text"/>      |
| e. State Energy programs  | 16e.     | <input type="text"/>      |
| f. State Health programs  | 16f.     | <input type="text"/>      |
| g. State Youth Development programs   | 16g.     | <input type="text"/>      |
| h. State Employment and Training programs                                   | 16h.     | <input type="text"/>      |
| i. State Head Start programs  | 16i.     | <input type="text"/>      |
| j. State Senior programs  | 16j.     | <input type="text"/>      |
| k. State Transportation programs  | 16k.     | <input type="text"/>      |
| l. State Education programs   | 16l.     | <input type="text"/>      |
| m. State Community, Rural and Economic Development programs                 | 16m.     | <input type="text"/>      |
| n. State Family Development programs  | 16n.     | <input type="text"/>      |
| o. Other State Resources:   |          |                           |
| i.  | 15o.i.   | <input type="text"/>      |
| ii.   | 15o.ii.  | <input type="text"/>      |
| iii.  | 15o.iii. | <input type="text"/>      |
| iv.   | 15o.iv.  | <input type="text"/>      |
| Total Other State Resources   |          | 16o. <input type="text"/> |

17. **TOTAL: STATE RESOURCES**
18. If any of these resources were also reported under item 15 (Federal Resources) please estimate the amount.

**Section F. Resources Administered and Generated**

**19. Local Resources**

- |   |      |                      |
|---|------|----------------------|
| a. Amount of unrestricted funds appropriated by local government  | 19a. | <input type="text"/> |
| b. Amount of restricted funds appropriated by local government    | 19b. | <input type="text"/> |
| c. Value of Contract Services                                     | 19c. | <input type="text"/> |
| d. Value of in-kind goods/services received from local government | 19d. | <input type="text"/> |

20. **TOTAL: LOCAL PUBLIC RESOURCES**

21. If any of these resources were also reported under items 15 or 17, (Federal or State resources) please estimate the amount.

**22. Private Sector Resources**

- |   |      |                      |
|---|------|----------------------|
| a. Funds from foundations, corps., United Way, other nonprofits                             | 22a. | <input type="text"/> |
| b. Other donated funds  | 22b. | <input type="text"/> |
| c. Value of other donated items, food, clothing, furniture, etc.                            | 22c. | <input type="text"/> |
| d. Value of in-kind services received from businesses                                       | 22d. | <input type="text"/> |
| e. Payments by clients for services   | 22e. | <input type="text"/> |
| f. Payments by private entities for goods or services for low-income clients or communities | 22f. | <input type="text"/> |

23. **TOTAL: PRIVATE SECTOR RESOURCES**

24. If any of these resources were also included in subtotal items 15, 17, or 20 (Federal, State, or Local resources) please estimate the amount.

25. **TOTAL: (FEDERAL, STATE, LOCAL, PRIVATE)**   
 ALL NON-CSBG RESOURCES  
 less amount of double count from items 18, 21, and 24

26. **TOTAL** Including CSBG   
 (Item 25 plus Item 2)

**Section G Program Participant Characteristics**

1. Name of Agency Reporting

2a. Total Non CSBG Resources Reported in Section F

2b. Total amount of CSBG Funds allocated

Total Resources for FY 2013 (2a + 2b)

3. Total unduplicated number of persons about whom one or more characteristics were obtained:

4. Total unduplicated number of persons about whom no characteristics were obtained:

5. Total unduplicated number of families about whom one or more characteristics were obtained:

6. Total unduplicated number of families about whom no characteristics were obtained:

7. Gender	Number of Persons*	13. Family Size	Number of Families***
a. Male	<input type="text"/>	a. One	<input type="text"/>
b. Female	<input type="text"/>	b. Two	<input type="text"/>
TOTAL*	<input type="text"/>	c. Three	<input type="text"/>
		d. Four	<input type="text"/>
		e. Five	<input type="text"/>
		f. Six	<input type="text"/>
		g. Seven	<input type="text"/>
		h. Eight or more	<input type="text"/>
		TOTAL***	<input type="text"/>

8. Age	Number of Persons*	14. Source of Family Income	Number of Families
a. 0 - 5	<input type="text"/>	a. Unduplicated # Families Reporting One or More Sources of Income	<input type="text"/>
b. 6 - 11	<input type="text"/>	b. Unduplicated # Families Reporting Zero Income	<input type="text"/>
c. 12 - 17	<input type="text"/>	TOTAL Unduplicated # Families Reporting One or More Sources of Income or Zero Income.***	<input type="text"/>
d. 18 - 23	<input type="text"/>	Below please report the total # of families identifying the applicable sources of income	
e. 24 - 44	<input type="text"/>	c. TANF	<input type="text"/>
f. 45 - 54	<input type="text"/>	d. SSI	<input type="text"/>
g. 55 - 69	<input type="text"/>	e. Social Security	<input type="text"/>
h. 70 +	<input type="text"/>	f. Pension	<input type="text"/>
TOTAL*	<input type="text"/>	g. General Assistance	<input type="text"/>
		h. Unemployment Insurance	<input type="text"/>
		i. Employment + Other Source	<input type="text"/>
		j. Employment Only	<input type="text"/>
		k. Other	<input type="text"/>
		l. Total (Items c-k)	<input type="text"/>

9. Ethnicity/Race	Number of Persons*	15. Level of Family Income (% of HHS Guideline)	Number of Families***
I. Ethnicity		a. Up to 50%	<input type="text"/>
a. Hispanic, Latino or Spanish Origin	<input type="text"/>	b. 51% to 75%	<input type="text"/>
b. Not Hispanic, Latino, or Spanish Origin	<input type="text"/>	c. 76% to 100%	<input type="text"/>
TOTAL*	<input type="text"/>	d. 101% to 125%	<input type="text"/>
		e. 125% to 150%	<input type="text"/>
II. Race		f. 151% to 175%	<input type="text"/>
a. White	<input type="text"/>	g. 176% to 200%	<input type="text"/>
b. Black or African American	<input type="text"/>	h. 201% and over	<input type="text"/>
c. American Indian and Alaska Native	<input type="text"/>	TOTAL***	<input type="text"/>
d. Asian	<input type="text"/>		
e. Native Hawaiian and Other Pacific Islander	<input type="text"/>		
f. Other	<input type="text"/>		
g. Multi-Race (any two or more of the above)	<input type="text"/>		
TOTAL*	<input type="text"/>		

10. Education Levels of Adults # (# For Adults 24 Years Or Older Only)	Number of Persons**	16. Housing	Number of Families***
a. D-B	<input type="text"/>	a. Own	<input type="text"/>
b. 9-12/Nor-Graduate	<input type="text"/>	b. Rent	<input type="text"/>
c. High School Graduate/GED	<input type="text"/>	c. Homeless	<input type="text"/>
d. 12+ Some Post Secondary	<input type="text"/>	d. Other*	<input type="text"/>
e. 2 or 4 years College Graduate	<input type="text"/>	TOTAL***	<input type="text"/>
TOTAL**	<input type="text"/>		

11. Other Characteristics	Number of Persons*		TOTAL*
	Yes	No	
a. Health Insurance	<input type="text"/>	<input type="text"/>	<input type="text"/>
b. Disabled	<input type="text"/>	<input type="text"/>	<input type="text"/>

12. Family Type	Number of Families***
a. Single Parent Female	<input type="text"/>
b. Single Parent Male	<input type="text"/>
c. Two Parent Household	<input type="text"/>
d. Single Person	<input type="text"/>
e. Two Adults NO children	<input type="text"/>
f. Other	<input type="text"/>
TOTAL***	<input type="text"/>

e. Please describe housing situations included in 16.d. Other:

\* The sum of this category should not exceed the value of item 3  
 \*\* The sum of this category should not exceed the value of items 8 e-h  
 \*\*\* The sum of this category should not exceed the value of item 5

Outcome of Efforts, FY 2013

National Performance Indicators - Agency Level Forms

Name of Agency Reporting:

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 1.1: Employment The number and percentage of low-income participants who get a job or become self-employed as a result of Community Action Assistance, as measured by one or more of the following:	I) Number of Participants Enrolled in Program(s) (i)	II) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (ii)	III) Number of Participants Achieving Outcome in Reporting Period (Actual) (iii)	IV) Percentage Achieving Outcome in Reporting Period (Actual) (iv)
A. Unemployed and obtained a job				#DIV/0!
B. Employed and maintained a job for at least 90 days				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits				#DIV/0!
D. Achieved "living wage" employment and/or benefits				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
				#DIV/0!
				#DIV/0!
				#DIV/0!

Exhibit F - CSBG IS Survey

**Goal 1: Low-income people become more self-sufficient.**

<b>National Performance Indicator 12</b> <b>Employment Support</b> The number of low-income participants for whom barriers to stable or continuous employment are reduced or eliminated through assistance from Community Action as measured by one or more of the following:	<b>(1) Number of Participants Enrolled in Program(s)</b>	<b>(2) Number of Participants Achieving Outcome in Reporting Period</b>
A. Obtained skills/competencies required for employment		
B. Completed ABE/GED and received certificate or diploma		
C. Completed post-secondary education program and obtained certificate or diploma		
D. Enrolled children in before or after school programs		
E. Obtained care for child or other dependant		
F. Obtained access to reliable transportation and/or driver's license		
G. Obtained health care services for themselves or family member		
H. Obtained and/or maintained safe and affordable housing		
I. Obtained food assistance		
J. Obtained non-emergency LIHEAP energy assistance		
K. Obtained non-emergency WX energy assistance		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)		
In the rows below, please include any additional indicators that were not captured above.		

Exhibit F - CSBG IS Survey

Goal 1: Low-income people become more self-sufficient.

	<p>National Performance Indicator:</p> <p>Economic Asset Enhancement and Utilization</p> <p>The number and percentage of low-income households that achieve an increase in financial assets and financial skills as a result of Community Action assistance, and the aggregated amount of these assets, and resources for all principals achieving the outcome, as measured by one or more of the following:</p>	<p>II) Number of Participants Expected to Achieve Outcome Reporting Period (Target)</p> <p>(e)</p>	<p>III) Number of Participants Achieving Outcome Reporting Period (Actual)</p> <p>(f)</p>	<p>IV) Percentage Achieving Outcome Reporting Period (Actual/Target)</p> <p>(g)</p>	<p>V) Aggregated Dollar Amounts (Payments, Credits or Savings)</p> <p>(h)</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">E N H A N C E M E N T</p>	<p>A. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits</p>			#DIV/0!	
	<p>B. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments</p>			#DIV/0!	
	<p>C. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings</p>			#DIV/0!	
<p><i>In the rows below, please include any additional indicators that were not captured above.</i></p>					
				#DIV/0!	
				#DIV/0!	
				#DIV/0!	

Exhibit F - CSBG IS Survey

Goal 1: Low-income people become more self-sufficient.

	National Performance Indicator 1.3 (Continued) Economic Asset Enhancement and Utilization	II) Number of Participants Enrolled in Program(s) (#)	III) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	IV) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	V) Percentage Achieving Outcome in Reporting Period [(III)/(IV)] (%)	VI) Aggregated Dollar Amounts (Payments, Credits, or Savings) (\$)
U T I L I Z A T I O N	D. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days				#DIV/0!	N/A
	E. Number and percent of participants opening an Individual Development Account (IDA) or other savings account				#DIV/0!	N/A
	F. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings				#DIV/0!	
	G. Number and percent of participants capitalizing a small business with accumulated IDA or other savings				#DIV/0!	
	H. Number and percent of participants pursuing post-secondary education with accumulated IDA or other savings				#DIV/0!	
	I. Number and percent of participants purchasing a home with accumulated IDA or other savings				#DIV/0!	
	J. Number and percent of participants purchasing other assets with accumulated IDA or other savings				#DIV/0!	
<i>In the rows below, please include any additional indicators that were not captured above.</i>						
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	



Exhibit F - CSBG IS Survey

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.1 Community Improvement and Revitalization Increase in or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:	Number of Projects or Initiatives (#)	Number of Opportunities and/or Community Resources Preserved or Increased (#)
A. Jobs created, or saved, from reduction or elimination in the community		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community		
C. Safe and affordable housing units created in the community		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Exhibit F - CSBG IS Survey

**Goal 2: The conditions in which low-income people live are improved.**

National Performance Indicator 2 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by one or more of the following:	1) Number of Program Initiatives or Advocacy Efforts (#)	2) Number of Community Assets, Services or Facilities Preserved or Increased (#)
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets		
B. Increase in the availability or preservation of community facilities		
C. Increase in the availability or preservation of community services to improve public health and safety		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods		
E. Increase in or preservation of neighborhood quality-of-life resources		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

National Performance Indicator 2 Community Engagement The number of community members working with Community Action to improve conditions in the community	1) Total Community Contributions (#)
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	
B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours)	



**Goal 3: Low-income people own a stake in their community.**

National Performance Indicator 3-1 Community Enhancement through Maximum Feasible Participation <small>The number of volunteer hours donated to Community Action.</small>	1) Total Number of Volunteer Hours <small>(#)</small>
A. Total number of volunteer hours donated by <b>low-income</b> individuals to Community Action <i>(This is ONLY the number of volunteer hours from individuals who are low-income)</i>	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 3-2 Community Empowerment through Maximum Feasible Participation <small>The number low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote the own well-being and that of their community, as measured by one or more of the following:</small>	2) Number of Low-income People <small>(#)</small>
A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts	
B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance	
C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	



**Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.**

National Performance Indicator 4.1 Expanding Opportunities through Community Wide Partnerships The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	i) Number of Organizations (b)	ii) Number of Partnerships (b)
A. Nonprofit		
B. Faith Based		
C. Local Government		
D. State Government		
E. Federal Government		
F. For-Profit Business or Corporation		
G. Consortia/Collaboration		
H. Housing Consortia/Collaboration		
I. School Districts		
J. Institutions of post secondary education/training		
K. Financial/Banking Institutions		
L. Health Service Institutions		
M. State wide associations or collaborations		
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.		
N. The total number of organizations and total number of partnerships CAAs work with to promote family and community outcomes (automatically calculates)	0	0



**Goal 5: Agencies increase their capacity to achieve results.**

National Performance Indicator 5.1 Agency Development	Agency
The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as captured by components of the following:	Agency (#)
A. Number of Certified Community Action Professionals	
B. Number of Nationally Certified ROMA Trainers	
C. Number of Family Development Certified Staff	
D. Number of Child Development Certified Staff	
E. Number of staff attending trainings	
F. Number of board members attending trainings	
G. Hours of staff in trainings	
H. Hours of board members in trainings	
In the rows below, please include any additional indicators that were not captured above.	



**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.1	D. Number of vulnerable individuals living independently
Independent Living The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services.	(#)
A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over)	
B. Individuals with Disabilities	
Ages: 0-17	
18-54	
55-over	
Age Unknown	
TOTAL Individuals with disabilities (automatically calculates)	D
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 6.2	E. Number of individuals Seeking Assistance	F. Number of individuals Receiving Assistance
Emergency Assistance The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such categories as:	(#)	(#)
A. Emergency Food		
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources		
C. Emergency Rent or Mortgage Assistance		
D. Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)		
E. Emergency Temporary Shelter		
F. Emergency Medical Care		
G. Emergency Protection from Violence		
H. Emergency Legal Assistance		
I. Emergency Transportation		
J. Emergency Disaster Relief		
K. Emergency Clothing		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 6.3 Child and Family Development		III. Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	II. Number of Participants Achieving Outcome in Reporting Period (Actual)	IV. Percentage Achieving Outcome in Reporting Period (III/II*100)
The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals as measured by one or more of the following:		(#)	(#)	(%)
I N F A N T S & C H I L D R E N	A. Infants and children obtain age-appropriate immunizations, medical, and dental care			#DIV/0!
	B. Infant and child health and physical development are improved as a result of adequate nutrition			#DIV/0!
	C. Children participate in pre-school activities to develop school readiness skills			#DIV/0!
	D. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade			#DIV/0!
Y O U T H	E. Youth improve health and physical development			#DIV/0!
	F. Youth improve social/emotional development			#DIV/0!
	G. Youth avoid risk-taking behavior for a defined period of time			#DIV/0!
	H. Youth have reduced involvement with criminal justice system			#DIV/0!
	I. Youth increase academic, athletic, or social skills for school success			#DIV/0!
A D U L T S	J. Parents and other adults learn and exhibit improved parenting skills			#DIV/0!
	K. Parents and other adults learn and exhibit improved family functioning skills			#DIV/0!
In the rows below, please include any additional indicators that were not captured above.				#DIV/0!
				#DIV/0!
				#DIV/0!

Exhibit F - CSBG IS Survey

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.**

National Performance Indicator 1		Total Number of Participants Achieving Outcome in Reporting Period
<b>Family Support (Seniors, Disabled and Caregivers)</b> Low-income people who are unable to work, especially seniors, adults with disabilities and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	Number of Participants Enrolled in Programs (B)	(B)
A. Enrolled children in before or after school programs		
B. Obtained care for child or other dependant		
C. Obtained access to reliable transportation and/or driver's license		
D. Obtained health care services for themselves or family member		
E. Obtained and/or maintained safe and affordable housing		
F. Obtained food assistance		
G. Obtained non-emergency LIHEAP energy assistance		
H. Obtained non-emergency WX energy assistance		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)		

National Performance Indicator 2	
<b>Service Counts</b> The number of services provided to low-income individuals and/or families, as measured by one or more of the following:	Number of Services (B)
A. Food Boxes	
B. Pounds of Food	
C. Units of Clothing	
D. Rides Provided	
E. Information and Referral Calls	





**Department of Economic Security, Division of Aging and Adult Services  
Community Action Case Management (CMT) Monthly Report for AZ  
State Fiscal Year 2015 (July 2014 through June 2015) Effective 9-1-14**

Exhibit H1

Agency Name:	Contract #:	Reporting Month and Year:
Revised By:	Telephone #:	Date Submitted:

**A. HOUSEHOLD VOUCHERS**

Utility Assistance			
Mortgage, Rent or Hotel			
Special Needs			
<b>TOTAL</b>	0	\$0	0

**B. LHEAP ASSISTED HOUSEHOLDS ONLY**

Regular LHEAP	0	0	0
Supplemental LHEAP	0	0	0
<b>TOTAL</b>	0	0	0

Regular LHEAP	0
Supplemental LHEAP	0
<b>TOTAL</b>	0

**E. LHEAP APPLICANT HOUSEHOLDS - ALL CATEGORIES, REGARDLESS OF WHETHER ASSISTED**

Regular LHEAP	0
Supplemental LHEAP	0
<b>TOTAL</b>	0

**F. LHEAP ASSISTED HOUSEHOLDS - ALL CATEGORIES, REGARDLESS OF WHETHER ASSISTED**

Regular LHEAP	0
Supplemental LHEAP	0
<b>TOTAL</b>	0

DES NOTES: Areas highlighted in yellow self-populate. Drop down lists included for Agency Name and Reporting Month. Hover over sections with red triangle in corner for directions and examples.

Service Provider Notes to DES:

## SFY 2015 CASE MANAGEMENT INSTRUCTIONS

**A. HOUSEHOLD VOUCHERS**

1. **STCS HH # and STCS \$** - Enter the number of households that received STCS services during the report month. Enter the total dollar amount for the Households that received STCS services during the reporting month. Data should be provided according to the categories: a) utility assistance, b) mortgage, rent or motel, and c) special needs.
2. **LIHEAP HH # and LIHEAP \$** - Enter the number of households that received regular utility assistance and Mortgage, Rent or Motel assistance during the report month. Enter the total dollar amount that the Household received regular LIHEAP and Mortgage, Rent or Motel assistance during the reporting month. Include regular utility payments and deposits.
3. **LIHEAP Supplemental HH # and LIHEAP Supplemental \$** - Enter the number of households that received Supplemental Utility Assistance for the reporting month. Enter the dollar amount for the Households that received Supplemental LIHEAP assistance for the reporting month. This data should not be included under #2 "LIHEAP HH # and LIHEAP \$".
4. **LIHEAP Assurance 16 HH# and LIHEAP Assurance 16\$** - Enter the number of households that received utility assistance and energy conservation education under the Assurance 16 program component. Include both deposits and utility payments. Also enter the dollar amount for the households that received services for the reporting month. The households and funds reported here should also be reported under "LIHEAP # "and "LIHEAP \$", and/or under "LIHEAP Supplemental" and "LIHEAP Supplemental \$".
5. **Other HH # and Other \$** - Enter the number and dollar amount of households that received assistance for the reporting month for utilities, mortgage/rent/motel, or special needs from other sources such as CSBG, ESG, local funds, Energy Assistance Funds or non-DAAS funds as listed on the itemized service budget.
6. **Neighbors Helping Neighbors (NHN)** - Enter the number of households that received a utility assistance payment funded with the NHN funds during the reporting month. This number should NOT be included in either Regular or Supplemental LIHEAP. Enter the dollar amount for the household for the reporting month.
7. **LIHEAP Total HH # - NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

**B. LIHEAP ASSISTED HOUSEHOLDS ONLY**

Under "Number of Assisted Households", (Regular LIHEAP Category and/or the Supplemental LIHEAP category). **NO DATA ENTRY REQUIRED; THE CELLS WILL AUTO-POPULATE BASED UPON DATA ENTERED IN A.2 AND A.3 FOR THE REPORT MONTH.**

1. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was under 75% of FPL.
2. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 75% to 100% of FPL.
3. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 101% to 125% of FPL.
4. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 126% and 150% FPL.
5. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was over 150% FPL.
6. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

**C. Vulnerable Categories**

1. Enter the number of households that contained a member Age 60 or older in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
2. Enter the number of households which contained a Disabled Household Member in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
3. Enter the number of households which contained a Household Member Age 5 or Younger in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
4. **Number of households by Any Vulnerable Group for EACH Type of Assistance (9) UNDUPLICATED Elderly/Disabled/Young Child** - For each type of LIHEAP assistance provided, include the unduplicated number of households that had at least one member belonging to any of the three vulnerable household groups. For example, if a Utility Assistance was provided to a household that includes any vulnerable members, then count that household once under any vulnerable group (Elderly, Disabled, or Young Child) for regular LIHEAP. **THIS DATA MUST BE UNDUPLICATED ACROSS THE VULNERABLE CATEGORIES.** (Another example: If a Household contained one member who was disabled and one member who was Age 5 or Younger, this household would be counted only ONCE).

**D. UNDUPLICATED NUMBER OF HOUSEHOLDS SERVED BY ANY TYPE OF LIHEAP ASSISTANCE**

Enter the total number of Households that received LIHEAP Assistance. **THIS DATA MUST BE UNDUPLICATED.** Count a household once that received at least one type of LIHEAP assistance regardless of the type(s) of assistance provided. For example, if a household received a regular LIHEAP assistance benefit and a LIHEAP Supplemental assistance benefit, then count that household once under ANY Type of LIHEAP assistance, regardless of receiving two types of LIHEAP assistance.

**E. LIHEAP APPLICANT HOUSEHOLDS – ALL CATEGORIES REGARDLESS OF WHETHER ASSISTED**

1. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whether or not assisted for the report month. (This should include households that were denied, turned away, etc.)
2. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is under 75% of FPL, whether assisted or not.
3. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 75 to 100% of FPL, whether assisted or not.
4. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 101% to 125% of FPL, whether assisted or not.
5. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 126% to 150% of FPL, whether assisted or not.
6. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is over 150% of FPL, whether assisted or not.
7. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY**

**F1. Disconnect Notice/Non-delivery Notices and Currently Disconnected or out of Fuel Data** (Energy Assistance Measures, Table 4, Tier 2 – Measures 3 and 4) This section reports the number of unduplicated households that were already disconnected or were out of fuel/had no service at time of the application. Do Not input data in cells that have "0"s and are highlighted in light yellow. They will self-populate.

## SFY 2015 CASE MANAGEMENT INSTRUCTIONS

- 
1. Regular LIHEAP – Enter the number of households that had a Disconnect Notice or Non-Delivery Notice prior to receiving the LIHEAP benefit.
  2. Supplemental LIHEAP – Enter the number of households that were Disconnected or Out of Fuel or who had No Service Prior to receiving the LIHEAP benefit.
  3. Total of both type of LIHEAP – Enter the total of both LIHEAP and Supplemental LIHEAP assistance. This data will be duplicated as the measure is collecting data on how many times a household has Disconnect or Non-delivery Notices and how many times they have been Disconnected/Out of Fuel or had No Service prior to the benefit.
- 

**F2. Household Energy Education by Type (Assurance 16 – Energy Education, Advocacy, Counseling) - Enter HH Count with type of education HH received. This section can be duplicated.**

**LIHEAP Performance Measure - (Household Client Services Measures Table 9, Tier 1 Measures 1 & 2)**

1. In office – Enter the number of households that received Energy Education offered in the office. This can be a workshop offered in the office, a brochure offered in the office.
  2. In Home – Enter the number of households that received Energy Education offered in the home.
  3. Workshop – Enter the number of households that received Energy Education offered through a workshop offered off-site or out of the office.
  4. Mailed Kit (other) - Enter the number of households that received Energy Education offered through mailing a educational kit to the household's home. Most Service Providers do not utilize this type of delivery for education, therefore; it can also be used for "other" means of education delivery. Enter a note in the "Service Provider Notes to DES:" section defining what "other" delivery system means.
- Total – No data entry necessary in this cell. It will automatically populate. Do not alter formula!**
-



Exhibit J

LIHEAP ONLY Household Report - Estimated Data for FFY 2014

AGENCY Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Reporting Period: Oct. 1, 2013 - June 30, 2014  
 Phone Number: \_\_\_\_\_ Due to DES 4-14-13 Date Submitted: \_\_\_\_\_

This form is to be used by Service Providers that have been awarded LIHEAP funding. The FFY 2013 LIHEAP Annual Household Report collects LIHEAP data only. The reporting period is from 10-1-13 through 6-30-14. It is understood that data is not available for July, August and September 2014, however data for 10-1-13 through 6-30-14 should be available and be reported. This report has been simplified as Arizona only reports on the sections below. The numbering (1, 2, 6 and 7) remains consistent with the Federal Report Form. Refer to these numbers when reading federal instructions. Do not report data in the gray or yellow cells. The yellow cells will self-populate. Reporting data is optional. Number 1, Heating/Cooling reports LIHEAP data, Number 2 reports LIHEAP Supplemental and Number 6 reports weatherization, if applicable. Number 7 reports any type of LIHEAP assistance (unduplicated). Section A reports households that were assisted by LIHEAP funding and Section B reports LIHEAP applicant households regardless of whether assisted. Section B data should be equal or more than Section A data. For example: Section A, LIHEAP Assisted Households, 1, Heating/Cooling, Under 75% Poverty (cell E18) should be equal or less to Section B, LIHEAP Applicant Households (regardless of whether assisted), 1, Heating/Cooling, Under 75% Poverty (cell E44) instructions to the report can be viewed at <http://www.azdhs.gov/programs/elderly/elderly/2013-2014-report-form>. Email the completed form to [KCrut@azdes.gov](mailto:KCrut@azdes.gov) copying [CRobles@azdes.gov](mailto:CRobles@azdes.gov). If there are any questions please email or call Kathleen Crut at (602) 622-6622 or Kathleen Crut at (602) 622-6622 or [kcrut@azdes.gov](mailto:kcrut@azdes.gov). For detailed instructions visit <http://www.azdhs.gov/programs/elderly/elderly/2013-2014-report-form>.

A. LIHEAP ASSISTED HOUSEHOLDS

Type of LIHEAP Assistance	Number of Assisted Households	Calculated Total	REQUIRED DATA					At least one member who is			
			Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 150% poverty	Over 150% poverty	80 year or older (elderly)	Disabled	Age 5 Years or under (young child)	UNDUPLICATED Elderly, disabled, or young child
1. Heating/Cooling*											
2. LIHEAP SUPPLEMENTAL											
6. LIHEAP Weatherization											
7. Any type of LIHEAP Assistance (unduplicated)											0

At least one member who is	
Age 2 years and younger	Age 3 years through 5 years

B. LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted) [Section B must be equal to or greater than Section A]

Type of assistance	Number of applicant households	Calculated Total	REQUIRED DATA					Income Data Unavailable
			Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 150% poverty	Over 150% poverty	
1. Heating/Cooling*								
2. LIHEAP SUPPLEMENTAL								
6. LIHEAP Weatherization								

Service Provider Notes:

**Annual SSBG Report  
Arizona Department of Economic Security  
Division of Aging and Adult Services (DAAS)**

*Reporting Agency Completes the Following Information*

<b>AGENCY:</b>	SFY20XX (July 1, 20XX- June 30, 20XX)
<b>SUBMITTED BY:</b>	DAAS CONTRACT NUMBER(S):
<b>PHONE NUMBER:</b>	

**Purpose**

Data from this report is aggregated by the Department of Economic Security and used to compile the annual Social Service Block Grant (SSBG) report that is submitted to the federal Department of Health and Human Services.

**Instructions**

- Column 1. Automatically populated for the DAAS contracted service(s) only that is supported with SSBG.
- Column 2. Enter the total number of unduplicated adults served in the service regardless of fund source when the **Primary Client is the Adult** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.
- Column 3. Enter the total number of unduplicated children served in the service regardless of fund source when the **Primary Client is the Child** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will be counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.
- This report must accompany the June Invoice.**

<b>CLIENTS SERVED</b>		
<b>1. DAAS Contracted Service</b>	<b>2. Number of Unduplicated Adults</b>	<b>3. Number of Unduplicated Children</b>
Case Management		







Exhibit O
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
LIHEAP LEVERAGING REPORT
RESOURCE/BENEFIT DESCRIPTION PAGES

Complete this form for each separate leveraged resource/benefit that the grantee proposes to count for this base period. Only resources/benefits that are provided to low income households (as defined in 45 CFR 96.87(b)(6)) may be counted.

Grantee: \_\_\_\_\_ Base period: \_\_\_\_\_
Month/Day/Year - Month/Day/Year

- 1. Resource # \_\_\_\_\_
A. Resource/benefit name: \_\_\_\_\_
B. Gross value of countable benefits provided by resource during this base period: \$ \_\_\_\_\_
C. Amount of grantee's own funds used to leverage this resource (not including funds from grantee's Federal LIHEAP allotment): \$ \_\_\_\_\_
D. Costs and charges to low income households to participate/receive these benefits: \$ \_\_\_\_\_
E. Net value of countable benefits provided by resource during this base period (To calculate item E, subtract items C and D from item B): \$ \_\_\_\_\_

2. Type of resource: \_\_\_ Cash \_\_\_ Discount/waiver \_\_\_ In-kind contribution
If more than one type of resource is claimed: Gross value of countable benefits provided by each type of resource:

3. Source of resource:

4. Brief description of resource:

5. Brief description of benefit(s) provided to low income households by this resource (if benefits are different from resource as described in item 4, or if more information is needed):

6. Geographical area in which benefits were provided:

7. Month(s) and year(s) when benefits were provided to recipients during this base period:

8. Number of low income households to whom benefits were provided in this base period: \_\_\_\_\_

9. Eligibility standard(s) for low income households to whom benefits were provided:

- \_\_\_ Income at or below 150% of the poverty level
\_\_\_ Income at or below 60% of State median income
\_\_\_ Other—Specify:

10. Agency/agencies that administered resource/benefits:
  
11. Source(s) of data used to determine value of resource/benefits, and to determine associated costs to grantee and to recipient low income households:
  
12. Brief description of how resource/benefits' value was quantified and how gross value of countable benefits was calculated, and how any offsetting costs to recipient low income households were calculated; also, for discounts, reduced rate/price actually paid, and fair market value:
  
13. Criterion/criteria in 45 CFR 96.87(d)(2) that resource/benefits meet (check one or two): (Criteria are summarized below. For full text, see regulations and instructions for form.)
  - \_\_\_\_\_ (i) The grantee's LIHEAP program had an active, substantive, significant role in developing and/or acquiring the resource/benefits from home energy vendor(s) through negotiation, regulation, and/or competitive bid.
  
  - \_\_\_\_\_ (ii) The resource/benefit(s) were distributed through (within, as part of) the grantee's LIHEAP program to low income households eligible under the grantee's LIHEAP standards, in accordance with the LIHEAP statute and regulations and the grantee's LIHEAP plan.
  
  - \_\_\_\_\_ (iii) The resource/benefit(s) were distributed to low income households as described in the grantee's LIHEAP plan, as a supplement and/or alternative to the grantee's LIHEAP program, outside (not through, within, or as part of) the LIHEAP program. They met at least one of conditions A through H demonstrating that they were integrated and coordinated with the grantee's LIHEAP program.
  
14. If criterion (i) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of specific role of grantee's LIHEAP program in development and/or acquisition of resource/benefits, demonstrating that involvement of LIHEAP program was active, substantive, and significant.
  
15. If criterion (iii) is checked in item 13: Condition(s) under criterion (iii) that resource meets that demonstrate(s) resource's integration/coordination with grantee's LIHEAP program (check one or more):  

\_\_\_\_\_ A    \_\_\_\_\_ B    \_\_\_\_\_ C    \_\_\_\_\_ D    \_\_\_\_\_ E    \_\_\_\_\_ F    \_\_\_\_\_ G    \_\_\_\_\_ H
  
16. If criterion (iii) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of how resource/benefits were integrated and coordinated with grantee's LIHEAP program.



*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-3185**

**Regular Agenda Item 3. G.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates July 1, 2015 -      Grant?: No

Begin & End: June 30, 2016

Matching No      Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Approve Intergovernmental Agreement No. 051915 between Gila County and Gila County Community College District for Maintenance of College Facilities.

Background Information

On November 15, 2011, Gila County deeded all of its interest in the buildings and most of the real property upon which Gila County Community College campuses are located to the College's governing board. Prior to that action, the County assumed the responsibility for all maintenance, utilities and communication services at the Gila Pueblo Campus, Occupational Center and Payson Campus.

The County and College jointly acknowledged that: (1) poor economic conditions had led to a dramatic decrease in funding to the College and that (2) preservation of the College's presence within the County was of vital importance in workforce development. The County and the College wanted to avoid cuts in services and classes by allowing the College to expend its limited resources in furtherance of educational opportunities, vocational preparation for a changing job market, and small business development and not on utilities and building maintenance.

On February 7, 2012, the Board of Supervisors approved an Intergovernmental Agreement (IGA) in the amount of \$135,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period November 16, 2011, through June 30, 2012.

On August 20, 2012, the Board of Supervisors approved an IGA in the amount of \$275,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period of July 1, 2012, to June 30, 2013.

On September 3, 2013, the Board of Supervisors approved an IGA in the amount of \$250,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period of July 1, 2013, to June

30, 2014.

On October 28, 2014, the Board of Supervisors approved an IGA in the amount of \$250,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period of July 1, 2014, to June 30, 2015.

### Evaluation

Economic conditions have not improved significantly since the original understanding. Because the College and the County have a mutual interest in economic development, they desire to continue the previous relationship in an IGA in order for the College to continue to focus on vocational education and retraining of dislocated workers.

The College and the County have a long standing partnership which has existed solely to provide educational and vocational opportunities for Gila County residents of all ages. Approval of this IGA will continue that relationship and will allow the College to focus its efforts on preparing young people for a job market that has changed markedly as a result of technology and retraining mature workers to reenter that job market.

The County will provide \$250,000 in quarterly payments of \$62,500 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College. The College agrees to enhance its vocational training curriculum to prepare County residents to enter the job market.

### Conclusion

Approval of this IGA will allow the County to continue to partner with Gila County Community College to promote economic development in Gila County. The term of this IGA is from July 1, 2015, to June 30, 2016.

### Recommendation

Staff recommends approval of this IGA between the Gila County Community College District and Gila County.

### Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 051915 between Gila County and the Gila County Community College District (Provisional) for the County to provide \$250,000, in four quarterly payments of \$62,500, to the College for utility expenses and repair and maintenance of the facilities and real property at its Globe and Payson campuses commencing July 1, 2015, and ending June 30, 2016.

**(Don McDaniel)**

---

### Attachments

Intergovernmental Agreement-Preservation of Educational Facilities FYE 15-16

Intergovernmental Agreement-Preservation of Educational Facilities FYE 14-15

Intergovernmental Agreement-Preservation of Educational Facilities FYE 13-14

Intergovernmental Agreement-Preservation of Educational Facilities FYE 12-13

Intergovernmental Agreement-Preservation of Educational Facilities FYE 11-12

Legal Explanation

---

**INTERGOVERNMENTAL AGREEMENT 051915  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §11-951, et seq., A.R.S. §11-254.04 and A.R.S. §15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Fifty Thousand (\$250,000) dollars under the payment schedule listed in Paragraph II below.

II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2015	\$62,500.00
Payment 2	January 1, 2016	\$62,500.00
Payment 3	April 1, 2016	\$62,500.00
Payment 4	June 30, 2016	\$62,500.00

III. The term of this agreement shall be from July 1, 2015, to June 30, 2016.

IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.

V. College's facilities include:

Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501

Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539

Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541

VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VII. General Provisions:

a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.

b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth in A.R.S. §12-1518.

c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or  
P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
- f. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract 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"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall 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 the County'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, the County 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 County 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."

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COMMUNITY COLLEGE**

By: Samuel Moorhead  
Title: Samuel Moorhead,  
President, Governing Board

Date: 06/04/15

**ATTEST**

By: B. Stephen Cullen  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**GILA COUNTY**

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

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

**ATTEST**

By: \_\_\_\_\_  
Title: Marian Sheppard,  
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Bradley D. Beauchamp, Gila County Attorney

By: \_\_\_\_\_  
Title: Bryan B. Chambers,  
Deputy County Attorney/Civil Bureau  
Chief

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Bradley D. Beauchamp, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Deputy County Attorney/Civil Bureau  
Chief

**INTERGOVERNMENTAL AGREEMENT 100914  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

WHEREAS, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §11-951, et seq., A.R.S. §11-254.04 and A.R.S. §15-1444; and,

WHEREAS, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

WHEREAS, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

WHEREAS, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

WHEREAS, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

WHEREAS, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

WHEREAS, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Fifty Thousand (\$250,000) dollars under the payment schedule listed in Paragraph II below.

II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2014	\$62,500.00
Payment 2	January 1, 2015	\$62,500.00
Payment 3	April 1, 2015	\$62,500.00
Payment 4	June 30, 2015	\$62,500.00

III. The term of this agreement shall be from July 1, 2014, to June 30, 2015.

IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.

V. College's facilities include:

Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501

Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539

Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541

VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VII. General Provisions:

a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.

b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth in A.R.S. §12-1518.

c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or  
P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
- f. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract 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"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall 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 the County'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, the County 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 County 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."

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this 28<sup>th</sup> day of October, 2014.

**GILA COMMUNITY COLLEGE**

By: Samuel Moorhead  
Title: Samuel Moorhead,  
President, Governing Board

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

**GILA COUNTY**

By: Michael A. Pastor  
Title: Michael A. Pastor,  
Chairman, Board of Supervisors

Date: 10-28-14

**ATTEST**

By: B. Stephen Cullen  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**ATTEST**

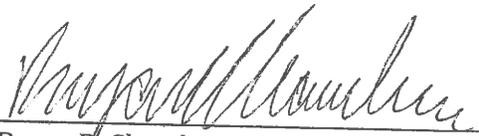
By: Marian Sheppard  
Title: Marian Sheppard,  
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 28<sup>th</sup> day of October, 2014.

Bradley D. Beauchamp, Gila County Attorney

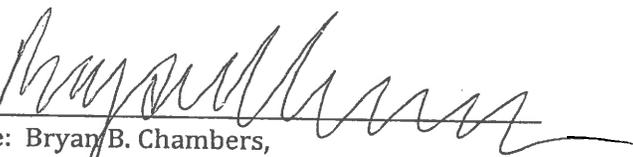
By:   
Title: Bryan B. Chambers,  
Deputy County Attorney/Civil Bureau  
Chief

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 14<sup>th</sup> day of October, 2014.

Bradley D. Beauchamp, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Deputy County Attorney/Civil Bureau  
Chief

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Fifty Thousand (\$250,000) dollars under the payment schedule listed in Paragraph II below.

II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2013	\$62,500.00
Payment 2	January 1, 2014	\$62,500.00
Payment 3	April 1, 2014	\$62,500.00
Payment 4	June 30, 2014	\$62,500.00

III. The term of this agreement shall be from July 1, 2013, to June 30, 2014.

IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.

V. College's facilities include:

Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501

Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539

Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541

VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VII. General Provisions:

a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.

b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.

c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or

P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
- f. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract 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"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall 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 the County'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, the County 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 County 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."

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this 3<sup>rd</sup> day of September, 2013.

**GILA COMMUNITY COLLEGE**

By:   
Title: Larry Stephenson,  
President, Governing Board

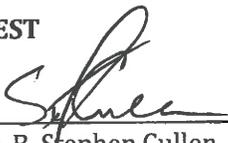
Date: 8/15/13

**GILA COUNTY**

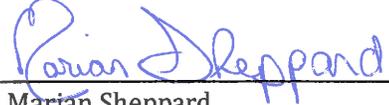
By:   
Title: Michael A. Pastor,  
Chairman, Board of Supervisors

Date: 9-3-13

**ATTEST**

By:   
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**ATTEST**

By:   
Title: Marian Sheppard,  
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 3<sup>rd</sup> day of September, 2013.

Bradley D. Beauchamp, Gila County Attorney

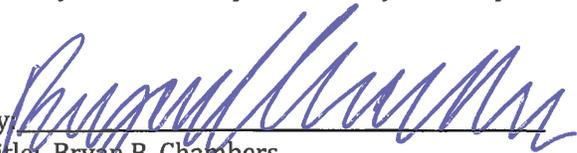
By:   
Title: Bryan B. Chambers,  
Deputy Attorney Principal

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 3<sup>rd</sup> day of September, 2013.

Bradley D. Beauchamp, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Deputy Attorney Principal

When recorded,  
return to:  
Marian Sheppard, BOS  
(8/20/12 #4C)

2012-010826 IGA Page: 1 of 5  
08/30/2012 11:56:22 AM Receipt #: 12-6781  
Rec Fee: \$0 Gila Co Bos  
Gila County, Az, Sadie Tomerlin Dalton, Recorder



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;



**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Seventy-Five Thousand (\$275,000) dollars under the payment schedule listed in Paragraph II below.

II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2012	\$68,750.00
Payment 2	January 1, 2013	\$68,750.00
Payment 3	April 1, 2013	\$68,750.00
Payment 4	June 30, 2013	\$68,750.00

III. The term of this agreement shall be from July 1, 2012, to June 30, 2013.

IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.

V. College's facilities include:

Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501

Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539

Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541

VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VII. General Provisions:

- a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.
- b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.
- c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or

P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
- f. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certify that they do 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.
- g. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract 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"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall 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 the County'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, the County 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 County 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."



VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this 20<sup>th</sup> day of August, 2012.

**GILA COMMUNITY COLLEGE**

By: [Signature]  
Title: Larry Stephenson,  
President, Governing Board

Date: 8/1/12

**GILA COUNTY**

By: [Signature]  
Title: Tommie Cline Martin,  
Chairman, Board of Supervisors

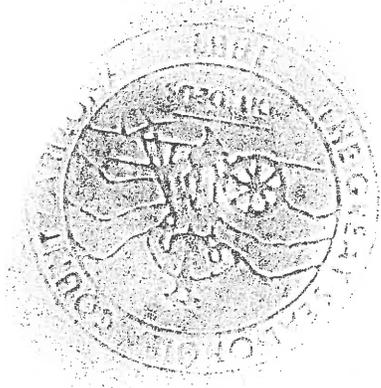
Date: 8/20/12

**ATTEST**

By: [Signature]  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**ATTEST**

By: [Signature]  
Title: Marian Sheppard,  
Chief Deputy Clerk of the Board

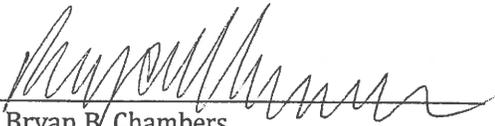


**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 20<sup>th</sup> day of August, 2012.

Daisy Flores, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Chief Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 20<sup>th</sup> day of August, 2012.

Daisy Flores, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Chief Deputy County Attorney

When recorded,  
return to:  
Marian Sheppard, BOS  
(2/7/12 #3F)



**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)**  
**AND GILA COUNTY**  
**PERTAINING TO ECONOMIC DEVELOPMENT**  
**AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA) is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, as owner of its real property and facilities, College now has the additional financial burden of utilities, maintenance, and repair of said properties which directly impact its ability to provide educational services;

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving College's buildings and facilities by providing regular and necessary maintenance at such buildings and

facilities including, but not limited to, oversight and management of all utilities and communications services; and,

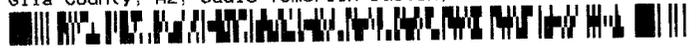
**WHEREAS**, the Gila County Board of Supervisors has determined that assisting the College with maintenance, utilities, and communication services will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to financially assist College with maintenance, utilities, and communication services at facilities listed in Paragraph IV below, in an amount not to exceed One Hundred Thirty-Five Thousand (\$135,000) dollars.
- II. The term of this agreement shall be from November 16, 2011, to June 30, 2012.
- III. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.
- IV. College's facilities include:
  - Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501
  - Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539
  - Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541
- V. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.
- VI. General Provisions:
  - a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.





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.”

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this 7<sup>th</sup> day of February, 2012.

GILA COMMUNITY COLLEGE

By: [Signature]  
Title: Robert Ashford, President  
Governing Board

Date: January 27, 2012

ATTEST:

[Signature]  
NAME: B. Stephen Cullen  
TITLE: SR. DEAN  
Gila Community College District

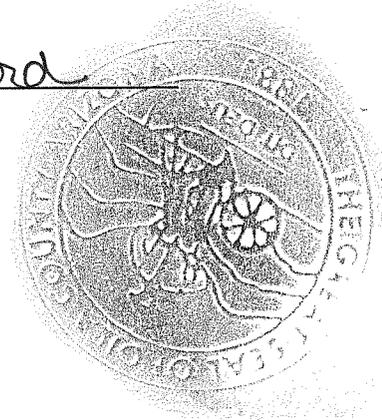
GILA COUNTY

By: [Signature]  
Title: Tommie Cline Martin, Chairman  
Board of Supervisors

Date: 2/7/12

ATTEST:

[Signature]  
Marian Sheppard  
Chief Deputy Clerk





**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 7<sup>th</sup> day of February, 2012.

Daisy Flores, Gila County Attorney

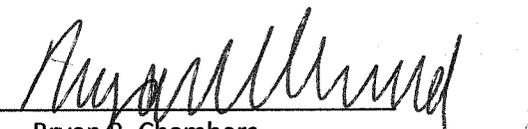
By:   
Bryan B. Chambers  
Chief Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 7<sup>th</sup> day of February, 2012.

Daisy Flores, Gila County Attorney

By:   
Bryan B. Chambers  
Chief 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-3212**

**Regular Agenda Item 3. H.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates July 1, 2015 to      Grant?: No

Begin & End: June 30, 2016

Matching No      Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Request for Approval of 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. At the June 24, 2014, Board of Supervisors' meeting, the Board approved the contracts (attached) for all of the attorneys with the exception of Emily Danies and Raymond Geiser. Raymond Geiser's contract was awarded on July 15, 2014, at such time when it was presented to the Board; Emily Danies contract was awarded on September 16, 2014, at such time when it was presented to the Board.

Evaluation

The Professional Services Contracts for various attorneys utilized annually by the Superior Court in Gila County will expire on June 30, 2015. New contracts have been issued, with a contract term commencing on July 1, 2015, and expiring on June 30, 2016, with the option to renew for two additional one-year periods.

Conclusion

Court staff wishes to execute new contracts with the attorneys utilized by the Superior Court of Gila County to replace the contracts that will expire on June 30, 2015.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends the Board of Supervisors' approval of the attached Professional Services Contracts with the various attorneys, which the Court utilizes on an annual basis.

Suggested Motion

Information/Discussion/Action to approve various Professional Services Contracts attached to this agenda item in order to retain the services of attorneys for the period of July 1, 2015, through June 30, 2016; all of whom assist the Superior Court in Gila County as public defenders on an annual basis. **(Jeff Hessenius and Jonathan Bearup)**

---

Attachments

Professional Services Contract No. 041415-Ronald DeBrigida

Professional Services Contract No. 041515-2-Brad Crider

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

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

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 041415 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2015**, 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, 2015 to JUNE 30, 2016**. 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, 2015 to JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**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. 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. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the 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 may submit an invoice bi-weekly for each month's services.

2) **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 10<sup>th</sup> 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-Appearence 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. 041415**

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 County Attorney/Civil Bureau Chief  
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](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 041515-2 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **BRAD J. CRIDER OF CRIDER LAW, P.L.L.C.** of the City of Mesa, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. 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, **BRAD CRIDER** 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, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**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 Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT**. Total compensation for Indigent Dependency Representation shall not exceed **TWENTY-TWO THOUSAND (\$22,000) DOLLARS**, for the period of the contract without advance written authorization. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the 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 / 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 may submit an invoice bi-weekly for each month's services.

#### **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. 041515-2**

APPROVED:

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

  
\_\_\_\_\_  
Brad J. Crider of Crider Law, P.L.L.C., Attorney

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

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
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.

**Regular BOS Meeting**

<u>Meeting Date:</u>	06/23/2015		
<u>Submitted For:</u>	Malissa Buzan		
<u>Submitted By:</u>	Leitha Griffin, Administrative Assistant, Community Services Division		
<u>Department:</u>	Community Services Division	<u>Division:</u>	Administration
<u>Fiscal Year:</u>	2015-2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	July 1, 2015-June 30, 2016	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

Information

Request/Subject

Independent Contractor Agreement 2015-16 Utility Assistance Programs Contract No. 07012015-16 with Arizona Community Action Association.

Background Information

This contract has been in existence between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP) for the past 7 years.

ACAA is a 501 (c) (3) non profit agency created in 1967 to address poverty across Arizona. Through a collaboration of nearly 300 organizations and individuals, ACAA develops and implements strategies to address and ultimately eliminate poverty.

The Community Action Program launched in 1964 as part of President Lyndon B. Johnson's Economic Opportunity Act to fight poverty by empowering the poor.

Evaluation

Contract No. 07012015-16 will administer energy program funding from ACAA in the amount of \$137,834.00 to Gila County CAP to be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving this contract, Gila County CAP program will receive funding to be used to provide eligible citizens residing in Gila County with services that promote economic self sufficiency.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this contract.

Suggested Motion

Approval of Contract No. 07012015-16 between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP), whereby ACAA will administer funding in the amount of \$137,834.00, which will be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2015, through June 1, 2016.

Attachments

Contract 07012015-16

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F  
Legal Explanation

---



## **INDEPENDENT CONTRACTOR AGREEMENT**

2015-16 Utility Assistance Programs

Contract No. 07012015-16

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

### RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is \$137,834.00.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

### **1. Services and Programs.**

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

**Advocating, Educating and Partnering to Prevent and Alleviate Poverty.**

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

<b>Fund Source(s)</b>	<b>Direct Service Amount (A)</b>	<b>Program Delivery (B)</b>	<b>Total Allocation (A+B)</b>	<b>Allowable Activities</b>	<b>Additional Information No credits can be given to accounts.</b>
<b>Utility Repair Replacement Deposit (URRD)</b>	\$68,464.56	\$5,953.44	\$74,418.00	Utility/Appliance Repair or Replacement Utility Deposit	<b>Refer to Exhibit A: Utility Repair Replacement Deposit Policy Manual</b> <b>Refer to Exhibit B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status (6/2014 Edition)</b> ..... Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Southwest Gas (SWG) LIEC Bill Assistance Program</b>	\$5,000.00	\$0	\$5,000.00	Utility assistance for SWG customers	<b>Refer to Exhibit C: Southwest Gas LIEC Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. Of total allocation, \$1,250.00 can be used for deposits.</b> ..... Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Home Energy Assistance Fund (HEAF)</b>	\$1,712.70	\$190.30	\$1,903.00	Utility assistance and deposits	<b>Refer to Exhibit D: Home Energy Assistance Policy Manual</b> ..... Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>HEAF/Tribal</b>	\$6,000.30	\$666.70	\$6,667.00	Utility assistance and deposits for Native Americans living on the reservation.	
<b>APS Crisis Bill Assistance</b>	\$44,861.40	\$4,984.60	\$49,846.00	Utility assistance for APS customers	<b>Refer to Exhibit E: APS Crisis Bill Assistance Program Summary</b> ..... Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
<b>Total:</b>	<b>\$126,038.96</b>	<b>\$11,795.04</b>	<b>\$137,834.00</b>		

The summary above of certain provisions of the Program Documents is provided for Contractor’s convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

## **2. Term and Termination.**

2.1 Term. Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2015** (the "Effective Date") and ending on **June 30, 2016**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

## **3. Funding; Expenses; Nature of Relationship.**

3.1 Funding; Payments to Contractor. Not later than the 15<sup>th</sup> day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by *Section 4*. ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

15. The policy shall be endorsed to include the following additional insured language: "*Arizona Community Action Association,*

*shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**15. 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

15. The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association 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”.*

**15. Worker’s Compensation and Employers’ Liability**

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor’s employees.

15. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 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. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 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 except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 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. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor 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 Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAAA with certificates of insurance (ACORD form or equivalent approved by ACAAA) 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 ACAAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**4. Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A* through *F* and any written policies and procedures that ACAAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAAA on forms prescribed by ACAAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

**5. Confidential Information.**

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade

secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection.** ACAAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAAA or directly to Contractor) pursuant to the Program Documents. ACAAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAAA, then ACAAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAAA in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAAA's prior written consent, which consent ACAAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAAA's prior written consent, which consent ACAAA will not unreasonably withhold ACAAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **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.

13. **Cancellation.** This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

14. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

**CONTRACTOR**

Gila County Board of Supervisors

Arizona Community Action Association,  
an Arizona nonprofit corporation

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Michael A. Pastor

**Name:** Cynthia Zwick

**Title:** Chairman, Gila County

**Title:** Executive Director

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

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

**Approved as to Form:**

**Address:**

**By:** \_\_\_\_\_

2700 North 3<sup>rd</sup> Street, Suite 3040

Phoenix, Arizona 85004

Fax No.: 602-604-0644

E-mail: [czwick@azcaa.org](mailto:czwick@azcaa.org)

**Name:** Bryan B. Chambers

**Title:** Deputy Attorney Principal

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

**Address:**

5515 S. Apache Avenue, Suite 200  
Globe, Arizona 85501



**List of Attached Exhibits:**

- Exhibit A      Utility Repair, Replacement and Deposit Policy Manual  
Effective July 1, 2015 – June 30, 2016
  
- Exhibit B      Instructions for Verifying Citizenship and Non-Citizen  
Legal Permanent Resident (LPR) Status (Revised by  
DES in 6/2014)
  
- Exhibit C      Southwest Gas (SWG) LIEC Bill Assistance Program
  
- Exhibit D      Home Energy Assistance Fund Policy Manual  
July 1, 2015 – June 30, 2016
  
- Exhibit E      APS Crisis Bill Assistance Program Summary
  
- Exhibit F      Federal Poverty Income Guidelines effective July 1, 2015 –  
June 30, 2016

# Exhibit A



Home Energy  
Assistance Fund  
*Aid. Educate. Conserve.*

## UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

**POLICY MANUAL SFY 2016**  
Effective: July 1, 2015 – June 30, 2016

## Table of Contents

A.	Purpose of the Program	3
B.	Types of Assistance	3
C.	Guidelines for Replacement	3
D.	Elements of Eligibility	4
E.	Income Guidelines	5
F.	Application Form	6
G.	Interview Process	6
H.	Verification, Documentation And Declaratory Statements	6
I.	Case File	7
J.	Crisis Reason	7
K.	Persons Included in the Household	7
L.	Referrals	7
M.	Policy Changes & Clarifications	8
N.	Monitoring Process	8
O.	Cooperation	8

**A. PURPOSE OF THE PROGRAM**

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies and other partners throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **\$3,000.00**.

**B. TYPES OF ASSISTANCE**

1. Deposits for Utility Services:  
Electric  
Gas  
Water  
Telephone
2. Repairs to existing utility-related appliances or systems.
3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

**NOTE:** The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.

**C. GUIDELINES FOR REPAIR/REPLACEMENT\***

**1. Eligible Appliances**

Water Heaters  
Cooking Stoves  
Microwaves  
Furnaces  
Air Conditioners  
Telephone  
Evaporative Coolers  
Refrigerators  
Washers/Dryers

**Ineligible Appliances**

Televisions  
Radios  
VCRs  
Hair Dryers  
Blenders  
Water Softeners  
Cable TV  
Satellite Receivers

**\*Replacement of appliance(s) must have Energy Efficient Star Rating.**

**Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.**

2. **Criteria for distinguishing between a repair and a replacement**

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

3. **Ownership and Inspection**

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

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

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

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

**D. ELEMENTS OF ELIGIBILITY - URRD**

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

**Citizenship Verification Requirements**

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

**E. INCOME GUIDELINES**

A household's total gross **countable income** shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

<b>2015-16 FEDERAL POVERTY INCOME GUIDELINES</b>	
<b>MONTHLY INCOME</b>	
<b>FAMILY SIZE</b>	<b>200% OF POVERTY</b>
<b>1</b>	<b>\$1,962</b>
<b>2</b>	<b>\$2,655</b>
<b>3</b>	<b>\$3,348</b>
<b>4</b>	<b>\$4,042</b>
<b>5</b>	<b>\$4,735</b>
<b>6</b>	<b>\$5,428</b>
<b>7</b>	<b>\$6,122</b>
<b>8</b>	<b>\$6,815</b>
<b><i>For Each Additional Household Member Add:</i></b>	<b>\$693</b>

Figures derived from information dated Thursday, January 22, 2015 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

**NOTE:** Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

**F. APPLICATION FORM**

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 Application the Home Energy Assistance Fund Grants Management System (GMS) or DES approved application form.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm, the means to submit an application without leaving their residences.

1. EN005 Application, GMS System, or DES approved application form.
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

**G. INTERVIEW PROCESS**

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

**H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS**

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

## I. CASE FILE

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days including the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section J. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that repairs or replacements have been made and/or completed.**

## J. CRISIS REASON

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

## K. PERSONS INCLUDED IN THE HOUSEHOLD

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

**Note:** Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted.**

**L. REFERRALS**

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

**M. POLICY CHANGES & CLARIFICATIONS**

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

**N. MONITORING PROCESS**

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

**O. COOPERATION**

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

# UTILITY REPAIR REPLACEMENT AND DEPOSIT (URRD) PROGRAM SUMMARY

CAN PAY:	<p><b>Deposits</b> for utility services (electric, gas, water, telephone) <b>Repairs</b> to existing utility related appliances or systems <b>Replacements</b> of existing heating or cooling systems, water heaters, space heaters and telephone for owners.</p> <p>The applicant must be the owner of the appliance or system to be repaired and/or replaced <del>(or get the owners approval)</del>. There must be an existing utility related appliance or system.</p>
MAXIMUM GRANT AMOUNT:	\$2,000.00
SERVICE CODES:	UDE
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	<p>URRD requires the applicant to be a U.S. Citizen or Legal Immigrant Status.</p> <p>Household income for the most recent 30 days, including the date of application, must be at or below 200% of the federal poverty guidelines.</p> <p>All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS:	<p>A crisis is defined as a situation in which the household has or is experiencing one of the following:</p> <ol style="list-style-type: none"><li>1. Sudden loss of income</li><li>2. Unexpected expense</li><li>3. Health and safety</li></ol>
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none"><li>1. Application for benefits.</li><li>2. Income verification for the most recent 30 days including application date.</li><li>3. Copies and verification of all household members' identification, social security cards, birth certificates or documentation.</li><li>4. Proof of ownership of appliances or system (receipt or client statement is acceptable).</li><li>5. Crisis reason must be documented on application and documentation supporting the crisis reason.</li><li>6. Verification of applicant's U.S. Citizenship or legal immigration status.</li><li>7. Client statement indicating in writing that repairs or replacements have been made and/or completed.</li></ol>

## EXHIBIT B

### INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

#### Definition of U.S. Citizenship

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions. U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands-on or after November 4, 1986
- Panama Canal Zone –on or after February 26, 1904
- Puerto Rico - on or after July 1<sup>st</sup>, 2010 (Senate Bill 1182, Law #191 of 2009)
- Swain Islands
- U.S. Virgin Islands - on or after January 17, 1917

#### Verification of U.S. Citizenship

### TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-8 of the Social Security Act. Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoption subsidies.

**Note:** The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

**Approved Documentation**

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

**A. Primary–Verification Documents**

1. A birth certificate showing birth in the U.S., its territories or possessions.
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services(USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC. The benefit granting Service Provider shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting Service Provider should contact the Indian tribe for verification of membership.

## **B. Secondary – Verification Documents**

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its Territories or Possessions.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S. Territories or Possessions.
4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976.
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption Service Provider containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

## **C. Primary or Secondary Documents Are Not Available**

When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth (For children under age 16 the documents must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).)
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). (The documentation **CANNOT** be expired.)
5. Verification from the Social Security Administration, e.g. award letter
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office

7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers - When verifying military service criteria, the following apply:
  - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
  - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active))
  - A spouse or unwed dependent child of a veteran or active duty non-citizen must provide a document to verify relationship along with military verification requirements
  - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date (Record must indicate a place of birth in the United States)
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant
14. Tribal census records for the Navajo or Seneca tribes (The records must be created at least five years before the application and list a U.S. place of birth.)
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs
19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance Programs (The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.)

#### **D. Primary or Secondary Documents Not Obtainable**

When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances
2. Be signed by a U.S. Citizen that is not a member of the household
3. Be approved by the Case Manager Supervisor
4. Document the reason for using the affidavit form

#### **Acceptable Copies**

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

#### **Verification of Qualified Non-Citizens**

##### **Qualified Non-Citizen Categories**

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

##### **A. Lawful Permanent Resident (LPR)**

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

- 1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
- 2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
- 3) They have a military connection
- 4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR

These applicants normally have one of the following USCIS documents.  
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- 1) I-551- Resident Alien Card (Eligible for Benefits)
- 2) I-151- Alien Registration Receipt Card (Eligible for Benefits)

3) I-194- or unexpired passport with the words: Processed for I-551

**Temporary Evidence of Lawful Permanent Residence. Valid Until (Date)**  
**With the following Stamp/Annotations of Law**

- 1) Adjustment Admission Stamp - Eligible when any of the following sections of law are indicated:  
203(a)(7); 207;208;212(d)(5); 243(h)(with a PRUCOL determination)
- 2) Non-Specific Admission Stamp -Eligible when the form is noted with an I- 551 eligible status code
- 3) Parole Admission Stamp - Eligible when the period of parole is for at least one year as verified on the stamp
- 4) Replacement Admission Stamp - Eligible when the stamp displays an I-551 eligible Status Code
- 5) Temporary I-551 Admission Stamp - Eligible when the key phrase reads one of the following:
  - a) "Admission for Permanent Residence at: "D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8,
  - b) Asylee

An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.

**Note:** The eligibility period begins from the month the Asylee status is granted, NOT the month of U.S. entry.

These applicants normally have one of the following USCIS documents.  
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

➤ I-94 with one of the following:

A stamp showing grant of asylum under Section 208 of the INA to include:

- A. AS1 - Eligible for benefits
- B. AS2 - Eligible for benefits
- C. AS3V92 - Eligible for benefits

### **Refugee or Amerasian**

A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents.  
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

I-94- endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 -6, -7, -71; RE-8; Z2; (Eligible for Benefits).

### **Victim of Human Trafficking**

.A victim of human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents:

- **I-94- with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5)**  
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

### **Non-Citizen Legal Resident Paroled Into The U.S.**

A Non-Citizen paroled into the U.S. is lawfully present in the U.S. as a result of a grant of parole by the Attorney General, pursuant to Section 212(d) (5) of the INA. This Non-Citizen is potentially eligible for services when the period of the parole is for at least one year. These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front.

The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form (Eligible for Benefits).

### **Non-Citizen Legal Resident Whose Deportation Is Withheld**

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen Legal Resident for whom the Attorney General has withheld deportation from the U.S. pursuant to Section 243(h) or 241 (b)(3) of the INA. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents:  
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

I-94 -with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA (Eligible for Benefits)
- Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

### **Cuban or Haitian Entrant**

Cuban or Haitian entrants are admitted to the U.S. by USCIS as a Cuban or Haitian entrant pursuant to Section 501 (e) of the Refugee Education Assistance Act of 1980 (PL 104-93). Cuban or Haitian entrants are potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have the following USCIS document:  
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

- I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

### **Conditional Entrant**

A conditional entrant was granted conditional entry into the U.S. before April 1, 1980, pursuant to Section 203 (a) (7) of the INA. Conditional entrants are potentially eligible for benefits regardless of any later change in their status.

These applicants normally have one of the following USCIS documents.  
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- I-94 – with the words: ADMITTED AS A REFUGEE – CONDITIONAL ENTRY under Section 203(a) (7) of the INA. (Eligible for Benefits)

### **Abused or Battered Non-Citizen**

Documented Non-Citizens may become qualified Non-Citizens when they have suffered abuse from a parent or a spouse.

The Service Provider staff must inform the Abused or Battered applicant of the following:

1. Applicant must contact the USCIS to obtain a Petition for Abused Aliens
2. The abuse must have occurred in the U.S. and the abusive person must be a U.S. Citizen or Lawful Permanent Resident
3. They must currently reside in the U.S.
4. They must provide any and all documentation verifying continuous residency in the U.S. for the prior five years

**Note:** All periods of time that are not accounted for must be addressed by an applicant statement.

In order for the Non-Citizen to be eligible under this category, they must meet ALL of the following:

1. Possess appropriate USCIS status
2. Be battered or subject to extreme cruelty
3. Have a substantial connection between battery and the need for benefits
4. No longer residing with the batterer

### **Indefinite Detainee**

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Subsequently, Indefinite Detainee status is met when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

### **Military Connection**

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

1. They are a qualified Non-Citizen
2. They meet one of the following military service criteria:
  - A. An honorably discharged veteran or person on active duty
  - B. On active duty in the Armed Forces of the U.S.
  - C. A spouse of a veteran or person on active duty who meets one of the following:
    - a) Is legally married to the veteran or person on active duty
    - b) Is legally separated from the veteran or person on active duty
    - c) Is a widowed spouse of the veteran or person on active duty and has not remarried

**Note:** The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident

When verifying military service criteria, the following apply:

3. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
4. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used

5. Only full-time Air Force, Army, Navy, Marine or Coast Guard is eligible

6. Any Reserve or National Guard duty is excluded

A spouse or single dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements.

### **Non-Citizen Alien Identification Cards**

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. Documents cannot be EXPIRED.

#### **I. Alien Identification Cards**

The eligible ID cards listed in this section are as follows:

1. I-94 Arrival/Departure Record
2. POTENTIALLY ELIGIBLE depending on the following:

- I-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number

##### **a. I-94 Parole Edition**

POTENTIALLY ELIGIBLE depending on the following:

I-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

##### **b. I-151 Alien Registration Card**

POTENTIALLY ELIGIBLE -The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist.

Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

##### **c. I-551 Permanent Resident Card**

**d. Visa Stamps in Foreign Passports- Eligible when all of the following occur:**

I. The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".

II. Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

**Note:** Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

**Note:** Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

### **Affidavit That Document(s) Is/Are True**

An eligible applicant must execute a sworn affidavit (see Exhibit IV) stating that the documentation provided as listed on this document during the verification process is/are true.

1. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.
2. Eligible applicants are exempt from providing an affidavit only if they are **60 years of age or older**, if they are **Tribal Members** or if they are **disabled or have an incapacity of the body or mind** which makes them unable to supply such affirmation.
3. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also:

**A. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.**

### **Determining Non-citizen Status**

To determine non-citizen status, complete the following:

1. Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.
2. When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

3. A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:
4. Voluntarily self-declare that they are residing in the U.S. illegally or
5. Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.
6. When either of these occurs, follow your Service Provider's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

### **Non-Qualified Non-Citizens**

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. I-94 (Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.)
2. I-184 (Crewman Landing Permit)
3. I-185 (Nonresident Alien Canadian Border Crossing Card)
4. I-186 (Nonresident Mexican Border Crossing Card)
5. I-444 (-Mexican Border Visitor Permit)
6. I-586 (Nonresident Alien Border Crossing Card)
7. I-688A (Employment Authorization)
8. I-688 (Temporary Resident [This is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.]
9. I-688B (Employment Authorization [This is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.]
10. I-689 (Fee Receipt-Non-citizens [With this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.]
11. I-766 (Employment Authorization)
12. DSP150 (Border Crossing Card [This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.]
13. Student Visa (This card was introduced in 1998)

**Ineligible Alien ID Cards**

When an applicant provides one of the following alien ID cards they are INELIGIBLE for services and the applicant must provide another eligible document. All these forms expired before January 24, 1990.

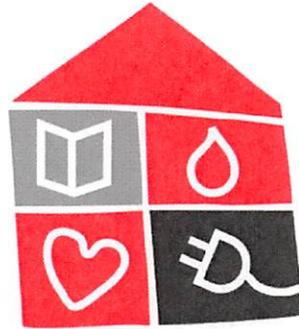
- 1) Any alien ID cards that are expired.
- 2) I-181a Memorandum of creation of record of lawful permanent residence
- 3) I-184 Alien crewman landing permit and identification card
- 4) I-185 Non-resident alien Canadian border crossing card
- 5) I-186 Non-resident alien Mexican border crossing card
- 6) I-444- Mexican border visitor permit
- 7) I-586 Non-resident alien border crossing card
- 8) I-688 Employment authorization
- 9) I-688A Employment authorization document
- 10) I-688B Employment authorization document
- 11) I-689 Fee receipt
- 12) I-766 Employment authorization document
- 13) Non-resident border crossing card

## Exhibit C

### SOUTHWEST GAS LOW INCOME BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY	Southwest Gas utility bills (including deposits) for income-qualified customers in crisis situations.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. The customer may receive a credit if, in the case manager's discretion, the customer would benefit from such a credit to their account. This in no way implies that every customer would be eligible for and/or receive the full amount available or a credit on the account, only when circumstances warrant.</p> <p>This is intended to provide customers with increased assistance, as necessary, and may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall they might have trouble paying. By crediting them in the spring/summer months, this can allow them to avoid such fees.</p> <p>Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives \$6,000 you are allowed to use only \$1,500 for deposits and the rest (\$4,500) on utility usage.</p>
SERVICE CODES:	UTA /UDE
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	<p>Client must have the Southwest Gas account in their name or apply for assistance by named proxy.</p> <p>Households must be at or below 150% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS REASONS:	<ol style="list-style-type: none"><li>1. Sudden loss of income</li><li>2. Unexpected expense</li><li>3. Health and safety</li></ol>
RECORD KEEPING:	<ol style="list-style-type: none"><li>1. Household information (including number in household)</li><li>2. Most recent Southwest Gas bill.</li><li>3. Income verification for the most recent 30 days including application date.</li><li>4. Explanation (only) of crisis documented on the application</li><li>5. Identify if amount granted is for deposit or utility usage.</li></ol>

## Exhibit D



Home Energy  
Assistance Fund  
*Aid. Educate. Conserve.*

**Arizona Community Action Association  
Home Energy Assistance Fund  
SFY-2016**

**Policy Manual**

July 1, 2015 – June 30, 2016

## Table of Contents

<b>Mission</b> .....	1
<b>Purpose and Principles</b> .....	1
<b>Household Eligibility</b> .....	1
An Eligible Applicant.....	1
Relatives of Applicants .....	1
Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants .....	1
Services to Native Americans Living on Reservation.....	2
Income Eligibility.....	2
Utility Status.....	2
Definition of Crisis.....	2
Sincere Effort to Pay .....	2
Housing Status.....	2
Energy Burden.....	3
<b>Grants Approvals</b> .....	3
Grant Amounts .....	3
MPower® and Other Prepay Energy Sources .....	3
Grant Frequency .....	4
Assistance Available .....	4
Multiple Accounts .....	4
Grants pay for:.....	4
Account arrearages.....	4
Security Deposit.....	5
Current Account Charges.....	5
Late Fees .....	5
Service Establishment and Reconnect Fees .....	5
Decision Notice .....	5
Other Utility Assistance Programs .....	5
Payments Made to Ineligible Households .....	5
Fraudulent Information.....	5
<b>Determining Household Income</b> .....	5
Countable Income.....	5
Sources of countable income: .....	5
Excluded Income.....	6
Individuals Whose Income Must Be Counted.....	6
Individuals Whose Income Will Not Be Counted.....	6
Household Members.....	6
2015 – 2016 Federal Poverty Income Guidelines .....	7
<b>Determining Household Energy Burdens</b> .....	7
<b>Verification and Documentation</b> .....	8
Maintaining Client Records.....	8
<b>Policy Changes and Clarifications</b> .....	8
Monitoring Process.....	9

<b>Cooperation</b> .....	<b>9</b>
<b>Confidentiality</b> .....	<b>9</b>
<b>Non Discrimination Policy</b> .....	<b>9</b>
<b>Appeals Policy</b> .....	<b>10</b>
<b>Glossary of Terms</b> .....	<b>11</b>

## **Mission**

*The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.*

## **Purpose and Principles**

The ACAA Home Energy Assistance Fund, also referred to as the “Fund”, has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a “hand up” not a “hand out”;
- Empower administering agencies with the discretion to assist families as needed.

## **Household Eligibility**

### **An Eligible Applicant**

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver’s license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

### **Relatives of Applicants**

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

### **Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants**

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

### **Services to Native Americans Living on Reservation**

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

### **Income Eligibility**

Household income level will be limited to 200% FPIG<sup>1</sup>. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

### **Utility Status**

Applicants with a delinquent account<sup>2</sup>, a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

### **Definition of Crisis**

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason **may** be supported with the necessary documentation and/or verification when applicable.

Crisis Reasons<sup>3</sup>:

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

### **Sincere Effort to Pay**

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

### **Housing Status**

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided<sup>4</sup>.

---

<sup>1</sup> Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

<sup>2</sup> An account that is one or more days past due and current charges are eligible

<sup>3</sup> Refer to the Glossary of Terms for detailed examples of crisis reasons

HEAF Policies Procedures 5/2015

## **Energy Burden**

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

## **Grants Approvals**

### **Grant Amounts**

The total assistance possible is a maximum of \$500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

### **M-Power® and Other Prepay Energy Sources**

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days.** The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed \$500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden<sup>5</sup>. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds \$500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

---

<sup>4</sup> Evidence may include a copy of the lease or a note from the landlord.

<sup>5</sup> Forward balance cannot not exceed 150% of the current energy burden.

Example 1:

MPower customer

Back balance = \$150

30 day need = \$100

Payback percentage required by SRP: 40%

Total grant: \$250

The case log must note that \$150 is earmarked for balance payoff. Otherwise, the \$250 will automatically be posted with 60% going to purchase (\$150) and 40% going to payoff (\$100), leaving \$50 in arrears.

Example 2

Back balance = \$700

30 day need = \$120

Payback percentage: 40%

Total grant: \$500

Case log should note that \$120 goes to present purchase with remaining \$320 to be applied to back balance. Otherwise, the \$500 will automatically be posted with 60% going to purchase (\$300) and 40% going to payoff (\$200).

### **Grant Frequency**

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

### **Assistance Available**

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

### **Multiple Accounts**

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis<sup>6</sup>.

### **Grants pay for:**

#### **Account arrearages**

The grant amount cannot exceed the total amount owed on the account(s)<sup>7</sup>.

---

<sup>6</sup> For example a gas and electric account

<sup>7</sup> Exceptions may apply to clients with M-Power utility accounts

### **Security Deposit**

Security deposits will be made only in the name of the adult in the household.

### **Current Account Charges**

#### **Late Fees**

#### **Service Establishment and Reconnect Fees**

### **Decision Notice**

The Agency will provide written notice to the applicant of approval and/or denial of assistance. The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

### **Other Utility Assistance Programs**

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

### **Payments Made to Ineligible Households**

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

### **Fraudulent Information**

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

## **Determining Household Income**

### **Countable Income**

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended<sup>8</sup>. Income will be included from the 30 days prior to the date of application.

#### **Sources of countable income:**

- A. Earned Income: employment, self employment<sup>9</sup>
- B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

---

<sup>8</sup> A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

<sup>9</sup> Net income will be counted (Gross income less business related expenses)

- C. Pensions
- D. Worker's Compensation
- E. Child Support
- F. Work Study
- G. Other Unearned Income: rental income, and endowments or legal settlements.
- H. Indian Gaming Commissions

**Excluded Income**

- A. Food Stamps
- B. Medicare
- C. WIC
- D. AmeriCorps Stipend
- E. Earned income of a child that is 16 or 17 years of age and is a full time student
- F. Earned income of a child under 16 years of age
- G. Cash gifts
- H. Insurance Payments
- I. IDA Accounts

**Individuals Whose Income Must Be Counted**

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time**, will be counted.

**Individuals Whose Income Will Not Be Counted**

- A. Income for persons ages 16 and 17 who attend school full time is not counted.
- B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

**Household Members**

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"<sup>10</sup>. Roommates' income is treated as one household entity <sup>11</sup>. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

---

<sup>10</sup> Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

<sup>11</sup> Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

## 2015– 2016 Federal Poverty Income Guidelines

Effective July 1, 2015 – June 30, 2016

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty	150%	200%
Household size		
1	\$1,471	\$1,962
2	\$1,991	\$2,655
3	\$2,511	\$3,348
4	\$3,031	\$4,042
5	\$3,551	\$4,735
6	\$4,071	\$5,428
7	\$4,591	\$6,122
8	\$5,111	\$6,815
For each additional member add:	\$520	\$693

### Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:

Past 30 days of household income: \$1,000

One-month current electric bill: \$45, one-month current gas bill: \$50 = \$95

$$\$95/\$1,000 = 9.5\% \text{ Energy Burden}$$

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of \$200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of \$200 may be substituted.

Example:

Propane receipt 1 dated 1/10/07

Cost: \$300

Quantity: 100 gallons

Propane receipt 2 dated 4/10/07

Cost: \$250

Quantity: 100 gallons

Date of Application: 7/10/07

Cost per day = \$300 / 90 days = \$3.33

30 day energy cost = \$3.33 \* 30 = \$99.99

Household income: \$1,000

30 day energy cost: \$99.99

$\$99.99/\$1,000 = 9.9\%$  Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a \$200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

## **Verification and Documentation**

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

**For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.**

## **Maintaining Client Records**

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

## **Policy Changes and Clarifications**

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

## **Monitoring Process**

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

## **Cooperation**

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

## **Confidentiality**

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

## **Non Discrimination Policy**

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to

discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

## **Appeals Policy**

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

## **Glossary of Terms**

### **Standard Cost**

The default cost associated with the utility consumption when the actual cost is not feasible.

### **Boarder**

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

#### **Example:**

Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

### **Crisis Reasons**

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.
2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.
3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

### **Customer of Record**

The name of the person on the utility account.

### **Delinquent Account**

An account that is one or more days past due.

### **Household**

Consists of each person living in the home at the time of application.

### **Late Fees**

Charges imposed by the utility company to the account due to a tardy payment to the account.

### **Power of Attorney**

A legal document authorizing one person to act on behalf of another.

**Roommates**

Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

**Examples:**

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

**Service Reestablishment Fees and Reconnection Fees**

Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

# HOME ENERGY ASSISTANCE FUND (HEAF) PROGRAM SUMMARY

<b>CAN PAY:</b>	Utility bills (current and past due amount), and deposits. Late fees and service establishment and reconnect fees may also be paid.
<b>MAXIMUM GRANT AMOUNT:</b>	\$500.00 (No credit can be given on an account).
<b>SERVICE CODES:</b>	UTA/UDE
<b>PROGRAM YEAR:</b>	A household may be assisted only once in a 12-month period.
<b>ELIGIBILITY CRITERIA:</b>	<p>HEAF requires the applicant to be a U.S. Citizen or Legal Immigrant Status.</p> <p>Household income for the most recent 30 days, including the date of application, must be at or below 200% of the federal poverty guidelines.</p> <p>All income (within the past 30 days, including the date of application) must be verified.</p>
<b>CRISIS:</b>	An acceptable crisis reason must be documented on the application.
<b>CRISIS REASON:</b>	<ol style="list-style-type: none"><li>1. Loss of Income</li><li>2. Unexpected expense</li><li>3. Health and Safety</li></ol>
<b>CLIENT FILES MUST CONTAIN:</b>	<ol style="list-style-type: none"><li>1. Application for benefits</li><li>2. Most recent utility bill(s)</li><li>3. Income verification for the most recent 30 days including application date</li><li>4. Verification of all social security numbers of all household members</li><li>5. Verification of applicant's U.S. Citizenship or legal immigration status</li><li>7. Notice of approval/denial for services</li></ol>

# HOME ENERGY ASSISTANCE FUND (HEAF) PROGRAM SUMMARY

<b>CAN PAY:</b>	Utility bills (current and past due amount), and deposits. Late fees and service establishment and reconnect fees may also be paid.
<b>MAXIMUM GRANT AMOUNT:</b>	\$500.00 (No credit can be given on an account).
<b>SERVICE CODES:</b>	UTA/UDE
<b>PROGRAM YEAR:</b>	A household may be assisted only once in a 12-month period.
<b>ELIGIBILITY CRITERIA:</b>	<p>HEAF requires the applicant to be a U.S. Citizen or Legal Immigrant Status.</p> <p>Household income for the most recent 30 days, including the date of application, must be at or below 200% of the federal poverty guidelines.</p> <p>All income (within the past 30 days, including the date of application) must be verified.</p>
<b>CRISIS:</b>	An acceptable crisis reason must be documented on the application.
<b>CRISIS REASON:</b>	<ol style="list-style-type: none"><li>1. Loss of Income</li><li>2. Unexpected expense</li><li>3. Health and Safety</li></ol>
<b>CLIENT FILES MUST CONTAIN:</b>	<ol style="list-style-type: none"><li>1. Application for benefits</li><li>2. Most recent utility bill(s)</li><li>3. Income verification for the most recent 30 days including application date</li><li>4. Verification of all social security numbers of all household members</li><li>5. Verification of applicant's U.S. Citizenship or legal immigration status</li><li>7. Notice of approval/denial for services</li></ol>

## ARIZONA PUBLIC SERVICE (APS) CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	APS utility bills on client's present address ONLY and must be a customer of record. <u>Cannot pay deposits, reconnect fees or establishment charges.</u> Funds can be used for Prepay purchases or Prepay outstanding balance, or households who are on the Equalizer Program.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. No credit can be given on an account.</p> <p>If a client is on the Equalizer Program and shows a credit on account, but is unable to pay Equalizer amount due to a crisis, they are still eligible to receive assistance if they meet eligibility criteria.</p> <p>If client has Prepay and has little to no funds due to a crisis and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.</p>
SERVICE CODES:	UTA
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	<p>Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers.</p> <p>Household income for the most recent 30 days, including the date of application.</p> <p><b>Households must be at or below 200% of the federal poverty guidelines.</b> All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none"><li>1. Application for benefits.</li><li>2. Most recent APS utility bill.</li><li>3. Income verification for the most recent 30 days including application date.</li><li>4. Printed, signed copy of the GMS application.</li></ol>

Exhibit F

Arizona Community Action Association  
 Home Energy Assistance Fund  
 Federal Poverty Guidelines  
 FY2016 (July 1, 2015 - June 30, 2016)

Information based on the Federal Register published on January 22, 2015

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
up to	\$736	\$996	\$1,256	\$1,516	\$1,776	\$2,036	\$2,296	\$2,556	\$2,816	\$3,076	
<b>100%</b>	<b>\$981</b>	<b>\$1,328</b>	<b>\$1,674</b>	<b>\$2,021</b>	<b>\$2,368</b>	<b>\$2,714</b>	<b>\$3,061</b>	<b>\$3,408</b>	<b>\$3,754</b>	<b>\$4,101</b>	<b>\$347</b>
<i>100% Annual</i>	\$11,770	\$15,930	\$20,090	\$24,250	\$28,410	\$32,570	\$36,730	\$40,890	\$45,050	\$49,210	\$4,160
up to	\$1,226	\$1,659	\$2,093	\$2,526	\$2,959	\$3,393	\$3,826	\$4,259	\$4,693	\$5,126	
<b>150%</b>	<b>\$1,471</b>	<b>\$1,991</b>	<b>\$2,511</b>	<b>\$3,031</b>	<b>\$3,551</b>	<b>\$4,071</b>	<b>\$4,591</b>	<b>\$5,111</b>	<b>\$5,631</b>	<b>\$6,151</b>	<b>\$520</b>
<i>150% Annual</i>	\$17,655	\$23,895	\$30,135	\$36,375	\$42,615	\$48,855	\$55,095	\$61,335	\$67,575	\$73,815	\$6,240
up to	\$1,472	\$1,992	\$2,512	\$3,032	\$3,552	\$4,072	\$4,592	\$5,112	\$5,632	\$6,152	
<b>200%</b>	<b>\$1,962</b>	<b>\$2,655</b>	<b>\$3,348</b>	<b>\$4,042</b>	<b>\$4,735</b>	<b>\$5,428</b>	<b>\$6,122</b>	<b>\$6,815</b>	<b>\$7,508</b>	<b>\$8,202</b>	<b>\$693</b>
<i>200% Annual</i>	\$23,540	\$31,860	\$40,180	\$48,500	\$56,820	\$65,140	\$73,460	\$81,780	\$90,100	\$98,420	\$8,320

updated 4/20/2015



*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-3215**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Tommie Martin, Member, Board of Supervisors

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Board of Supervisors-District 1

Fiscal Year: FY 2015-2016      Budgeted?: Yes

Contract Dates May 24, 2015, -      Grant?: No

Begin & End: May 23, 2019

Matching No                              Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Lease Use Agreement Extension No. 2 for the Pine-Strawberry Horseman's Association.

Background Information

On May 24, 2005, Gila County and the Pine-Strawberry Horseman's Association, a non-profit organization, entered into a Lease Use Agreement whereby the County leased a portion of the Pine County Yard property to the Horseman's Association for use as a horse arena.

The original term of the Lease Use Agreement was for a period of five years and it expired on May 23, 2010. On May 3, 2011, an extension to the Lease Use Agreement was executed to extend the term of the Lease Use Agreement for an additional four years to May 23, 2015, and to increase the family use fee from \$20.00 to \$25.00 per year.

Evaluation

The Lease Use Agreement was for a period of five years with the option to extend for a similar period at similar terms should all terms and conditions be faithfully met. The original term of the Lease Use Agreement expired on May 23, 2010. On May 3, 2011, an extension to the Lease Use Agreement was executed to extend the term of the Lease Use Agreement for an additional four years ending on May 23, 2015, and to increase the family use fee from \$20.00 to \$25.00 per year.

Lease Use Agreement Extension No. 2 will allow Gila County to exercise the option to renew the term of the Lease Use Agreement from May 24, 2015, to May 23, 2019.

Conclusion

The extension of the Lease Use Agreement will allow the Pine-Strawberry Horseman's Association to continue to use the Pine County Yard property as a horse arena sufficient for horse and livestock events for an additional four-year term.

Recommendation

It is recommended by Supervisor Martin that the Board of Supervisors approve the extension of the Lease Use Agreement with the Pine-Strawberry Horseman's Association for an additional four-year term.

Suggested Motion

Approval of Lease Use Agreement Extension No. 2 between Gila County and the Pine-Strawberry Horseman's Association to extend the term of the Agreement for an additional four years, from May 24, 2015, through May 23, 2019.

---

Attachments

Lease Extension No. 2-May 2015 to May 2019

Lease Extension-May 2010 to May 2015

Original Lease Agreement

Legal Explanation

---

**Jeff Hessenius**  
Finance Director  
[jhessenius@gilacountyaz.gov](mailto:jhessenius@gilacountyaz.gov)  
(928) 402-8743



**Jeannie Sgroi**  
Contracts Administrator  
[jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov)  
(928) 402-8612

**GILA COUNTY  
FINANCE DEPARTMENT  
1400 E. Ash St., Globe, AZ 85501**

**LEASE USE AGREEMENT EXTENSION NO. 2  
HORSEMAN'S ASSOCIATION**

Effective May 24, 2005, Gila County and the Pine-Strawberry Horseman's Association, a non-profit organization, entered into a lease agreement whereby the County leased a portion of the Pine County Yard property to the Horseman's Association for a horse arena, for a period of five (5) years. Per the lease agreement this lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met.

On May 3, 2011, an extension to the Lease Use Agreement was executed to extend the term of the lease use agreement through May 23, 2015, and increase the family use fee from \$20.00 to \$25.00.

Per Article One, 1(b), the lease may be extended for a similar period at similar terms, should all terms and conditions be faithfully met. Lease Use Agreement Extension No. 2 will serve to extend the term of the lease use agreement from May 24, 2015 to May 23, 2019.

All other terms and conditions of the original lease use agreement remain in effect.

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 this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PINE STRAWBERRY HORSEMAN'S ASSOCIATION**

*Laurak Miranda*  
\_\_\_\_\_  
Individual Authorized to Sign

*Laurak Miranda*  
\_\_\_\_\_  
Print Name

*President*  
\_\_\_\_\_  
Title

**Joseph T. Heatherly**  
Finance Director  
jheatherly@co.gila.az.us  
(928)402-8743



**Gloria Aguirre**  
Assistant Finance Director  
gaguirre@co.gila.az.us  
(928)402-8742

**GILA COUNTY  
FINANCE DEPARTMENT  
1400 E. Ash St., Globe, AZ 85501**

**LEASE USE AGREEMENT EXTENSION  
HORSEMAN'S ASSOCIATION**

Effective May 24, 2005, Gila County and the Pine-Strawberry Horseman's Association, a non-profit organization, entered into a lease agreement whereby the County leased a portion of the Pine County Yard property to the Horseman's Association for a horse arena, for a period of five (5) years. Per the lease agreement this lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met. The new lease extension will terminate on May 23, 2015.

Per Article Three, "1", of the agreement the Horseman's Association agreed to make the site available for horse related use to families at the rate of \$20.00 per year. This amount will be increased to \$25.00 per year through the May 23, 2015 extension.

All other terms and conditions of the original lease use agreement remain in effect.

**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 this 3rd day of May, 2011.

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

Michael A. Pastor  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST:**

Marfan Sheppard  
Marfan Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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

**PINE-STRAWBERRY HORSEMAN'S ASSOC.**

Laura K Miranda  
Individual Authorized to Sign

Laura K Miranda  
Print Name

President  
Title

Gila County, AZ  
Linda Haught Ortega, Recorder  
06/13/2005  
11:21AM  
Doc Code: L

Doc Id: 2005-010251  
Receipt #: 34561  
Rec Fee: 0.00

GILA CO BOS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors



Gila County, AZ

L

2005-010251

Page: 1 of 7  
06/13/2005 11:21A  
0.00



## CAPTION HEADING:

Lease Use Agreement  
Between Gila County and Pine-Strawberry Horseman's Association  
5/24/05

DO NOT REMOVE

This is part of the official document



**LEASE USE AGREEMENT**

GILA COUNTY, through the GILA COUNTY BOARD OF SUPERVISORS, hereinafter referred to as the "LESSOR," hereby leases property to the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION, an Arizona Non-Profit Corporation, hereinafter referred to as the "LESSEE." As used herein, the term Lessee shall also include all of Lessee's employees, agents, assigns or successors or anyone claiming under them or acting on their behalf.

Lessor, for and in consideration of the covenants and agreements of Lessee contained herein does hereby lease to Lessee and the Lessee leases from the Lessor the following described property: the portion of the Pine County Yard described in the map attached hereto and incorporated herein as Addendum A.

**ARTICLE ONE**

1. (a) **Term of Lease.** The term of this lease shall be for a period of five (5) years, beginning on the 24th day of May, 2005 and ending on the 23rd day of May, 2010, unless sooner terminated as hereinafter provided.

(b) **Extension of Lease.** This lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met.

(c) **Cancellation of Lease.** This lease agreement is subject to the cancellation provisions of A.R.S. §38-511.

**ARTICLE TWO**

2. **RENT:**



This Lease is made for and in consideration of Lessee's maintenance of a permanent horse arena and for the further agreement that the said arena shall be used for horse shows and livestock events and such other uses as may be approved by the GILA COUNTY BOARD OF SUPERVISORS with thirty (30) day notification to the Lessor of said event.

**ARTICLE THREE**

**3. AS FURTHER CONSIDERATION OF THIS LEASE, THE LESSEE AGREES**

**AND BINDS ITSELF:**

- a. To indemnify and save harmless Lessor and its agents, employees, officers and directors from and at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs of whatsoever kind or nature which in any way relate to or arise out of this agreement.
- b. To maintain the property in good condition suitable for horse and livestock events; to make at its own expense all repairs of any kind, whether ordinary or extraordinary; it being understood, however, that any structural alterations shall be subject to approval of the Lessor.
- c. To maintain liability insurance and property insurance in a minimum of two million dollars (\$2,000,000.00) for liability insurance and two million dollars (\$2,000,000.00) for property insurance, with GILA COUNTY as an additional insured on such policies. Lessee shall deliver to Lessor a certificate evidencing such insurance before the lease term commences.
- d. To minimize dust emission at all times during an event by constantly dampening those areas of the leased premises that emit dust.
- e. To cause the Lessee's operations to be operated by competent persons only. Lessee will use the site only for its permitted purposes and will not install upon, operate upon, use, maintain the site improperly, carelessly or in



violation of any applicable law, ordinance, regulation or in any manner contrary to the nature of the permitted use.

f. To obtain at its expense all registration, permits, licenses required for the operation of the permitted uses and to pay and discharge all other operating expenses.

g. To keep the site at all times in a clean, neat and sanitary condition and not let refuse collect thereon. Lessee shall constantly keep the leased premises free from manure in order to minimize as much as possible the presence of a public nuisance or unsanitary conditions that result in a potential instrument or medium for the transmission of disease. Lessee shall maintain the site to that no condition exists thereon which presents a danger to persons or property. Lessee shall not do or permit anything to be done on or about the site, or bring anything on the site that will in any way increase the risk of danger to person or property.

h. To make the site available for 4-H meetings and for use by 4-H members without charge.

i. To make the site available for horse related use to others at the following rates: children 16 and under \$5.00 per year; individuals 17 and up \$15.00 per year; and families \$20.00 per year.

j. To make the site available for use by other non-profit organizations for uses not inconsistent with maintaining the site as a horse arena sufficient for horse and livestock events without cost provided such non-profit organizations maintain liability coverage for the property which is the same as the liability coverage Lessee is required to maintain in this agreement.

**ARTICLE FOUR**

**4. USE OF PREMISES:**

The premises herein leased shall be used exclusively for the legitimate organizational purposes of the Lessee and the Lessee is obligated to not use the same for any purpose that is unlawful or tends to injure or depreciate the property. Lessee's



organizational purposes and uses of the property shall not discriminate against an individual or group in violation of state or federal law on the basis of race, color, religion, sex, age, national origin, disability, or Vietnam or disabled veteran status. The leased premises, and every part thereof, are accepted by the Lessee in their present condition.

All such alterations, erections and improvements to the leased premises shall become the property of the Lessor and shall remain upon and be surrendered with said premises as a part thereof at the end of the term or the renewal term, as the case may be, unless the Lessor shall determine otherwise and notify the Lessee of this determination in writing.

In the event that the Lessor shall elect otherwise, then such alterations, erections, or improvements made by the Lessee upon the leased premises shall be removed by the Lessee and the Lessee shall restore the premises to their original conditions at their own cost and expense prior to the expiration of the term.

Any mechanics' or materialmens' lien filed against the leased premises or any structure upon the leased premises for work claimed to have been done or for materials claimed to have been furnished to the Lessee shall be discharged within ten (10) days thereafter at Lessee's expense.

**ARTICLE FIVE**

**5. PROPERTY—LOSS—REIMBURSEMENT:**

Lessor or its agent shall not be liable for any damage to the property of Lessee or of others entrusted to the Lessee, nor for the loss of or damage to any property of Lessee by theft or otherwise. Lessor or its agent shall not be liable for any injury or damage to persons or property resulting from any cause of whatsoever.



**ARTICLE SIX**

**6. SURRENDER OF PREMISES:**

At the expiration of this Lease, or its renewal, or its termination for other causes, Lessee is obligated to immediately surrender possession of the leased premises. Should Lessee fail to surrender possession and should this matter proceed to Court, the parties agree that the prevailing party shall be paid all attorneys' fees and costs incurred in bringing the action. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration of this Lease, this shall not be construed as a renewal of the Lease term, but the Lessee shall be liable for the reasonable rental value of the property for the period beyond which they remain.

**ARTICLE SEVEN**

**7. MISCELLANEOUS:**

All notices required to be given under the terms of this Lease shall be in writing and by certified mail, addressed to Lessee at the leased premises or to the Lessor at the address appearing in this Lease and such mailing shall constitute full proof of and compliance with the requirement of notice.

In the event any covenant, condition, or provision contained herein is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision contained herein.



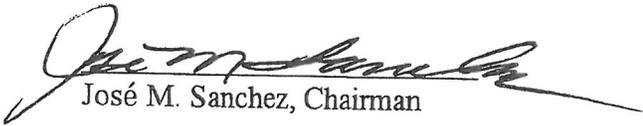
ARTICLE EIGHT

8. SIGNATURES

IN WITNESS WHEREOF, Gila County, through the GILA COUNTY BOARD OF SUPERVISORS and the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION hereby execute this agreement dated this 24<sup>th</sup> day of May 2005.

BOARD OF SUPERVISORS

LESSEE

  
José M. Sanchez, Chairman

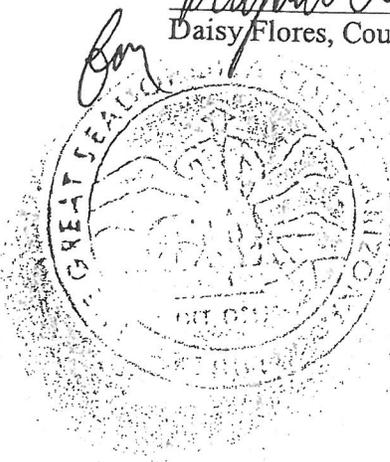
  
Lynn Gardner, President  
Pine-Strawberry Horseman's  
Association

APPROVED AS TO FORM

ATTEST

  
Daisy Flores, County Attorney

  
Steve Besich, Clerk of the Board





*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-3188**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Administrative Clerk, Elections Department

Department: Elections Department

---

Information

Request/Subject

Beaver Valley Domestic Water Improvement District Board Member Reappointment.

Background Information

Richard Harpster completed his initial four-year term of office on the Beaver Valley Domestic Water Improvement Board of Directors on December 31, 2014.

Evaluation

On March 21, 2015, the Beaver Valley Domestic Water Improvement District Board of Directors voted to reappoint Mr. Harpster for another four-year term of office, retroactive from January 1, 2015, through December 31, 2018.

Conclusion

The Beaver Valley Domestic Water Improvement District Board of Directors voted to reappoint Richard Harpster to serve on the governing board for another four years; therefore, this reappointment should be acknowledged by the Board of Supervisors.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the reappointment of Richard L. Harpster to the Beaver Valley Domestic Water Improvement District Board of Directors for another four-year term of office beginning on January 1, 2015, and ending on December 31, 2018.

Suggested Motion

Acknowledgment of the reappointment of Richard L. Harpster to the Beaver Valley Domestic Water Improvement District Board of Directors for another four-year term of office retroactive from January 1, 2015, through December 31, 2018.

---

Attachments

Richard Harpster's Oath of Office

March 21, 2015 Board Minutes

A.R.S. 48-1012

---

OATH OF OFFICE

Beaver Valley Domestic Water Improvement District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; CLASSIFICATION; DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, Richard Harpster do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of Treasurer according to the best of my ability, so help me God (or so do I affirm).

Richard G Harpster

Signature

Subscribed and sworn (or affirmed) to before me on this 8th day of May, 2015 (SEAL)



Jessica Denham
Notary Public

**BEAVER VALLEY DOMESTIC WATER IMPROVEMENT DISTRICT  
MINUTES OF THE March 21, 2015 BOARD OF DIRECTORS MEETING**

- 1) **CALL TO ORDER** – 10:31 am by Ian Linton.
- 2) **ROLL CALL OF BOARD MEMBERS** -- Dick Harpster, Ian Linton, Scott Smith and Gary McReynolds were present. There was a quorum.
- 3) **CHAIRMAN'S COMMENTS** – Ian Linton and the Board recognized Bing Brown as a Founding Member of the BVDWID and recognized his service and contribution to the Board.
- 4) **SCHEDULED PUBLIC APPEARANCES** -- None.
- 5) **UNSCHEDULED PUBLIC APPEARANCES** – Thom Tackman and Cassilda McReynolds were present. There were no questions or comments.
- 6) **APPROVAL OF MINUETS OF LAST MEETINGS (10/18/2015)** -- Mr. Harpster moved and Mr. Linton seconded approval of the minutes, as submitted.. The motions passed unanimously.
- 7) **FINANCIAL REPORT** – Dick Harpster has the checkbook and will hold on to it. Gary McReynolds and Dick Harpster have signed with Chase bank to be able to sign checks. Ian Linton and Scott Smith need to follow up with Chase.
- 8) **REPORTS AND COMMUNICATIONS, INCLUDING POSSIBLE ACTIONS** –
  - a.) Scott Smith motioned that Dick Harpster be appointed to the Board as a Member and Treasurer. It was seconded by Gary McReynolds and passed unanimously. Dick Harpster will check with the County to insure the paperwork is properly filed for his appointment.
  - b.) Scott Smith volunteered to be Secretary. It was passed unanimously.
  - c.) Dick Harpster motioned and Scott Smith seconded to appoint Ian Linton and Gary McReynolds as Co Chairman and it was unanimously passed.
  - d.) Update on the purchase of the water company: Jonathan Manley is an Attorney helping the Board prepare a contract to purchase the Water co. He is representing the board and the Water Co for contract terms and finalization. He presented the first contract 12/22 to the Board and The Owner of the water co, Mike Davoren. Mike and Jonathan met in person and talked by phone about the contract acceptance. Mike said he wanted to get his own attorney.
  - e.) In summary, the BVDWID board members engaged a lawyer to draw up a contract with Mike for the purchase the water company. The board has been notified by Mike that he is going to employ a private company to handle the day to day operations and ADEQ compliance for at least the remainder of this year. The BVDWID board and Mike have left the door open to revisit the sale of the water company at a later date.
  - f.) Dick Harpster will change the mailing address for correspondence to his home.
  - e.) The Next meeting is 10/17/15 at 10:30 am.

**9. Meeting adjourned at 10:55 am**



Fifty-first Legislature - Second Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#)   [House](#)   [Legislative Council](#)   [JLBC](#)   [More Agencies](#)   [Bills](#)   [Committees](#)   [Calendars/News](#)[ARS TITLE PAGE](#)   [NEXT DOCUMENT](#)   [PREVIOUS DOCUMENT](#)48-1012. Elected board of directors; initial members; qualifications; terms; filling vacancy; chair person; qualifications of electors

A. At the option of the board of supervisors after presentation of a petition requesting the establishment of a domestic water improvement district or a domestic wastewater improvement district, or upon the submission of a separate petition following the establishment of an improvement district as prescribed by section 48-903, and subsequent to the approval of the county board of supervisors, the district shall be governed by an elected board of directors. The elected board shall consist of the number of members, not less than three, specified in the petition for establishment of the district. The first directors of such board shall be selected by the board of supervisors at the time the district is established. Members of the board of directors shall be qualified electors of the district and, after the members first appointed by the board of supervisors, shall be elected by the qualified electors of the district.

B. Immediately after the selection and qualification of the first directors of the board, the directors shall meet and divide themselves by lot into two classes as nearly equal in number as possible. Directors of the first class shall serve for a term of four years, and directors of the second class shall serve for a term of two years. Every director shall continue to discharge the duties of office until a successor is appointed and qualifies. Thereafter, at each regular election, one director for each expired term shall be elected and shall hold office for a term of four years, and until a successor is elected and qualifies. The dates of elections and of expiration of terms shall be specified in the petition for establishment of the district.

C. If a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office. If the district board lacks a quorum for any reason for more than thirty days, the county board of supervisors may revoke the authority of the appointed or elected board of directors pursuant to section 48-1016.

D. The board of directors shall annually elect a chairperson from among its members.

E. If only one person files or no person files a nominating petition for election to fill a position on the board of directors of the district, the county board of supervisors, by resolution, may cancel the election for that office and appoint the person who filed the nominating petition to fill that position. If no person files a nominating petition for an election to fill a district board office, the county board of supervisors, by resolution, may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

F. For the purposes of either a domestic water improvement district or a domestic wastewater improvement district that is organized pursuant to this article and that serves at the time of organization a population of ten thousand persons or less according to the most recent United States decennial census, in addition to any other qualified elector of the district, any natural person who is a qualified elector of this state and who is a real property owner within the district is eligible to vote in a district election without regard to that person's residency and shall be deemed a qualified elector of the district for purposes of service on the board of directors.

**ARF-3196**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Administrative Clerk, Elections Department

Department: Elections Department

---

Information

Request/Subject

Beaver Valley Fire District Board Member Appointment

Background Information

A.R.S. 48-803 (B), if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

Sarah Linkey resigned from the Beaver Valley Fire District Board of Directors. Her term of office is for four years, from January 1, 2013, through December 31, 2016. Samuel K. Baker agreed to serve as a member of the Beaver Valley Fire District Board of Directors.

Conclusion

On April 20, 2015, the Board of Directors unanimously voted to appoint Samuel K. Baker to fulfill Ms. Linkey's unexpired term of office, which ends on December 31, 2016.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the appointment of Samuel K. Baker as a newly appointed governing board member of the Beaver Valley Fire District Board of Directors.

Suggested Motion

Acknowledgment of Sarah Linkey's resignation from the Beaver Valley Fire District Board of Directors and the appointment of Samuel K. Baker to fulfill Ms. Linkey's unexpired four-year term of office effective April 20, 2015, through December 31, 2016.

---

Attachments

Oath of Office-Samuel Baker

April 20, 2015 Governing Board Minutes

A.R.S. 48-803

---

**LOYALTY OATH OF OFFICE**

STATE OF ARIZONA )

: ss.

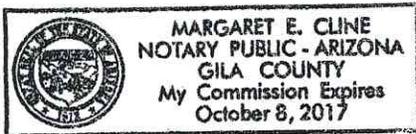
COUNTY OF GILA )

I, hereby do solemnly swear that I, Samuel Kemp Baker, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies whatsoever, foreign and domestic, and that I will faithfully and impartially discharge the duties of governing board member of the Beaver Valley Fire District, county of Gila, state of Arizona, so help me God.

Samuel K Baker

Name

Subscribed and sworn to before me this 21 day of APRIL, 2015.



Margaret E Cline  
Notary Public

My Commission Expires:

10-8-17

**BEAVER VALLEY FIRE DISTRICT**  
**BOARD OF DIRECTORS REGULAR MEETING ON**  
**APRIL 20, 2015**  
**FINAL**

1. **CALL TO ORDER:** Meeting was called to order at 7:05p.m.

2. **ROLL CALL OF FIRE BOARD MEMBERS:** Chairman Keith Friend, Treasurer Ned Jolly, Harold Plues, Kelly Urban

NON-BOARD MEMBERS: Fire Chief Michael Williamson, Deputy Chief Bob Graham, Administrative Assistant Lynne ODonnell

3. **CHAIRMAN COMMENTS:** Chairman K.Friend stated that it had been an interesting month with letters flying around but that that was what we were there for, to address those needs and concerns.

4. **APPROVAL OF MINUTES:**

A. **Regular Meeting of March 9, 2015:** After review of the minutes of the BVFD Board Meeting of 03/09/2015, a motion was made by N. Jolly to approve the minutes as written, K.Urban seconded the motion, there was no further discussion and the vote was unanimous.

5. **SCHEDULED PUBLIC APPEARANCES:**

A. Nikki Asmundson-N. Asmundson addressed concerns that were directed towards her in the letters that the board had received.

6. **UNSCHEDULED PUBLIC APPEARANCES:**

A. **CALL TO THE PUBLIC:** D. Hoffman stated her disappointment in, what she felt, was a lack of action on the part of the BVFD in securing workman's compensation insurance. B. Brown suggested that someone from the board work as a liason between Firewise and the BVFD. M. Deveron stated that he felt the workman's compensation insurance had been canceled because of neglect. He stated that he had contacted the County about getting a recall application. S. Baker stated that, in his opinion, the information was inadequate.

7. **REPORTS AND CORRESPONDENCE:**

A. **FIRE CHIEF REPORT:** This month's Fire Chief Report is on file at the BVFD administrative office for review and copying as requested.

B. **MARCH 2015 FINANCIAL REPORT APPROVAL:** After review of MARCH 2015 financial reports a motion was made by N. Jolly to approve the report as written, H. Plues seconded the motion, there was no further discussion and the vote was unanimous.

8. **DISCUSSIONS AND POSSIBLE ACTION CALENDAR:**

A. **VOTE ON NEW BOARD MEMBER AND TAKE OATH-** After a brief introduction, Chairman K.Friend stated his wish to appoint Sam Baker as the new board member replacing Sarah Linkey, H. Plues made a motion to accept, K. Urban seconded and the vote was unanimous.

B. **VEHICLE MAINTENANCE AND COST-**After a brief explanation of the oil changes needed and a cost estimate, K. Friend motioned to take \$1000 from reserves for the expense. N. Jolly seconded and the vote was unanimous with the understanding that any amount left of the \$1000 would remain in reserves.

C. **MAHONEY INSURANCE-** Chief Williamson stated that it had been brought to his attention by our insurance broker, Mahoney, that the current Beaver Valley Auxiliary will not be covered under our umbrella policy. K. Urban asked if they have independent insurance. It was not believed that they do. A motion was made by K.Friend that we write a letter to the Beaver Valley Auxiliary and to the Beaver Valley Improvement Association informing them that they needed to obtain coverage in order to hold events. N. Jolly made motion to approve, H. Plues seconded, there was no further discussion and the vote was unanimous.

D. **NEW WORKERS COMP INSURANCE-** Chief Williamson let the board know that after months of negotiations and allegations of missing reports we were unable to reach an agreement with Copper Point. As of April 4th, 2015 we secured new worker compensation insurance through the risk pool, at a premium that is less than what we were paying Copper Point.

F. **REBUTTLE OF LETTERS ADDRESSED TO FIRE BOARD-** K. Friend stated that the board was purposefully not answering the "red letter" because it was written anonymously and posted. Chief Williamson read a detailed response addressing the concerns mentioned in Mike Deveron's letter addressed to the board. These letters are on file at the BVFD administrative office for review and copying as requested.

9. **BOARD MEMBER COMMENTS:** None

A. **BUSINESS FOR NEXT MEETING:** Firewise

B. **ADJOURNMENT:** The meeting was adjourned by Chairman K.Friend at 8:20 pm after a motion was made to adjourn by N.Jolly, seconded by H. Plues and the vote was unanimous.

Next scheduled meeting is May 18, 2015 at 7:00 pm.

Prepared by Lynne ODonnell April 21, 2015

*Kelly Urban* 5/18/15  
*Lynne ODonnell*

*Ned Jolly* 5-18-15  
*Harold Plues* 5/18/15  
*Sam Baker* 5/18/15

## Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - First Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#)   [House](#)   [Legislative Council](#)   [JLBC](#)   [More Agencies](#)   [Bills](#)   [Committees](#)   [Calendars/News](#)[ARS TITLE PAGE](#)   [NEXT DOCUMENT](#)   [PREVIOUS DOCUMENT](#)**48-803. District administered by a district board; report**

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

**ARF-3197**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Administrative Clerk, Elections Department

Department: Elections Department

---

Information

Request/Subject

Rim Trail Domestic Water Improvement District Governing Board Member Resignation and Appointment.

Background Information

Gary Richardson resigned from the Rim Trail Domestic Water Improvement District Board of Directors effective March 1, 2015. His four-year term of office began on January 1, 2015, and it ends on December 31, 2018.

A.R.S. 48-1012 (C) provides that if a vacancy occurs on the district board other than from expatriation of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

Bruce E. Johnson agreed to fulfill Mr. Richardson's unexpired term of office on the Rim Trail Domestic Water Improvement District Board of Directors. On May 2, 2015, the Board of Directors voted to appoint Mr. Johnson to fulfill Mr. Richardson's unexpired term of office through December 31, 2018.

Conclusion

On May 2, 2015, the Rim Trail Domestic Water Improvement Board of Directors unanimously voted to appoint Bruce E. Johnson to fulfill Mr. Richardson's unexpired term of office, which ends on December 31, 2018.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Gary Richardson from the Rim Trail Domestic Water Improvement District Board of Directors and the appointment of Bruce E. Johnson on May 2, 2015, to fulfill Mr. Richardson's unexpired term of office through December 31, 2018.

## Suggested Motion

Acknowledgment of Gary Richardson's resignation from the Rim Trail Domestic Water Improvement District Board of Directors and the appointment of Bruce E. Johnson to fulfill Mr. Richardson's unexpired term of office effective May 2, 2015, through December 31, 2018.

---

## Attachments

May 2, 2015 Board Minutes

Bruce Johnson's Oath of Office

Gary Richardson's Resignation Letter

A.R.S. 48-1012

---

Rim Trail Domestic Water Improvement District Board meeting minutes.  
May 2, 2015  
Held at Whispering Pines Fire Department

**DRAFT UNTIL APPROVED AT THE NEXT BOARD MEETING**

The meeting was called to order at 1:12 PM

**In Attendance**

Board: Dave McKibben, Ray Tanner.

District Manager: Don Ascoli

Public: Jeff Manley, Chris Menghini, Tom Melcher, Ed Hunter, Chuck Pfeiffer, Bruce Johnson

By Phone: Harry Jones

A roll call was called – Chairman Dave McKibben and Treasurer Ray Tanner were present and a quorum was established.

Dave McKibben moved that the minutes of the prior meeting be approved; Tanner seconded. Minutes were approved.

**District Managers report:**

- 1) No leaks reported since last meeting.
- 2) May need to replace up to three meters.
- 3) Don attended Arizona811 (new name for Blue Stake) training. Law requires homeowner to notify District of any excavation near any potential utility line. Call 811 to request a blue stake service.
- 4) Marking indicators are available to denote various types of utilities. Don will be placing markers as he is able to locate points.
- 5) Don indicated that the current mapping of the District infrastructure is missing many line and meter locations as well as some road names. He has contacted three firms which can provide services to provide an updated map. Bid prices: 1) \$22345, 2) \$13,500 to \$14,000 plus per foot mapping, 3) \$2,650 base plus per foot mapping. Tom Melcher suggested that the County has done mapping which would be a starting point at a very low cost. Complete mapping would be completed over several years due to cost. Don will start by contacting the County to see what is available from them.
- 6) Repair & upgrade projects:
  - a. Possible installation of a meter in the White Tail Knob line. More study is required.
  - b. Up to three meters may need to be replaced. Flow tests can be performed to determine if the meter is working properly.
  - c. Installation of flush hydrant at the end of dead end lines (two).
  - d. Cragin water line. Scheduled start August 5<sup>th</sup>. Actual sections to be completed first are still undetermined. Further details will be provided as they become available. Blue Ridge water is scheduled to start release on May 15<sup>th</sup>.
  - e. Five member board: HB2660 signed into law by Gov. Ducey effective July 6, 2015. Requires 25% of District electors to petition for an election and provide potential member names. County Elections would call for a special election.
  - f. Fair Property Tax: work in progress. Another option where assessment is more proportionate with a cap.

**Treasurer's Report – Ray Tanner**

District is in good condition financially. Revenue is about \$12,000 over budget. About \$20,000 under budget on expenses – due to projects that have not been completed though budgeted. Cash in bank about \$91,000 but that will be depleted as projects are completed.

**Chairman's Report – Dave McKibben**

Based upon time available and amount of information already presented, nothing to report. Thanks to Don for his comprehensive report and proactive approach.

Executive session was not required.

Dates for budget and rate hearings: June 6 & June 27, 2015. June 27<sup>th</sup> will also be a regular Board meeting.

Replacement of open position vacated by Gary Richardson. Gary Richardson sent a letter of resignation on February 8, 2015 and the Board moved to accept the resignation. A call was put out for volunteers; Bruce Johnson was the only person that stepped forward. Bruce made a brief statement about why he wishes to serve and his background. Ray Tanner moved that Bruce Johnson be appointed to fill the vacancy; Dave McKibben seconded. Motion approved. Bruce cannot vote until the various paperwork is completed.

Updating the District map. This has already been discussed and decided.

Reinitiating discussions with SRP regarding water rights. Don Ascoli noted that the committee has gathered much information and a draft position paper has been prepared. Up to \$5,000 was approved at the previous Board meeting to engage with an attorney. Ray Tanner suggested that the time has come to engage with the attorney. Ray will contact Dave Brown to schedule an appointment with Dave, Ray, Don, and Bruce.

Separate water meter on each section: has already been discussed.

White Tail Knob tank (10,000 gallons): the in-depth inspection performed last year indicates significant maintenance is needed. The cost to repair, using the company performing the inspection, would be around \$23,000. Don is supervising an install of a new 12,000 gallon tank for another system – total cost \$11,800. However, changing from 10K to 12K gallons would require an engineering study which would add significant cost (ca. \$4,000) as would changing from metal to plastic. A new tank should also be coated inside at an additional cost. Additionally, a telemetry system should be added to measure and start water replenishment when the water level drops below a specified point. A temporary rented tank would be required during installation. An analysis needs to be performed to determine current usage in order to decide about increasing the storage capacity – Don will prepare this information. A flagging system should be installed to be able to perform a quick visual indication of tank status – this could be transferred to any new tank if installed on the current tank. Alternatively, a phone line could provide the information to the pump station at well # 3.

Chris Menghini damage claim issue: Chris restated that he had offered to pay \$774 (22%) of the total bill. After discussion, the Board offered to split the bill 50/50; alternatively, if Chris supplies his insurance information, the District could file a claim. Chris agreed to respond with his decision by Monday, May 4. Don will make arrangements based upon Chris's decision. Ray Tanner moved that the District Manager negotiate the final outcome of the payment arrangement; Dave McKibben seconded. Motion passed.

Hiring a CPA to review District statements: Ray Tanner moved that the District proceed with engaging the firm currently used by Don Ascoli to perform the review; Dave McKibben seconded. Motion passed.

Future of telephonic option for Board meetings: it was decided to continue this practice.

Call to the Public: no questions.

Meeting adjourned at 3:45 pm.

**LOYALTY OATH OF OFFICE**  
**Bruce Johnson, Board Member**  
**Rim Trail Domestic Water Improvement District**

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231; Officers and employees required to take loyalty oath; form; classification; definition

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

State of Arizona, County of Gila

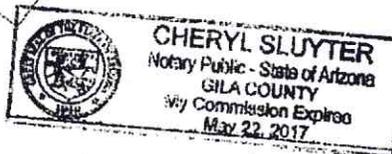
I, **Bruce Johnson** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of **Board Member** according to the best of my ability, so help me God (or so I do affirm).

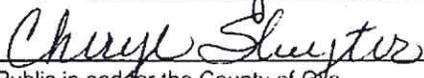
  
\_\_\_\_\_  
(Signature of Officer)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district, or public educational institution.

Subscribed and sworn to before me on this 5th day of May 2015.

(SEAL)



  
\_\_\_\_\_  
Notary Public in and for the County of Gila,  
State of Arizona

2015-004487 OATH Page: 2 of 2  
05/12/2015 09:39:36 AM Receipt #: 15-3270  
Rec Fee: \$0 Gila County Division of Elections  
Gila County, Az. Sadie Jo Bingham, Recorder



Dear Chairman David McKibben and Treasurer Ray Tanner,

It is with deep regret that I submit my resignation from the Rim Trail Domestic Water Improvement District Board of Directors effective March 1, 2015. This has become necessary because of my wife's and my acceptance of a call from our church to serve a one-year mission in Salt Lake City. We are leaving March 1 for Salt Lake City to begin our service.

I will mail a hard copy of my resignation to Don Ascoli for inclusion in the permanent records of the District.

I have greatly enjoyed my association with all of you, and I appreciate your friendship and camaraderie. I believe the Board has made significant progress in recent months, and wish you all the best in the future.

Many thanks to you all,

Gary Richardson



Fifty-first Legislature - Second Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#)   [House](#)   [Legislative Council](#)   [JLBC](#)   [More Agencies](#)   [Bills](#)   [Committees](#)   [Calendars/News](#)[ARS TITLE PAGE](#)   [NEXT DOCUMENT](#)   [PREVIOUS DOCUMENT](#)48-1012. Elected board of directors; initial members; qualifications; terms; filling vacancy; chair person; qualifications of electors

A. At the option of the board of supervisors after presentation of a petition requesting the establishment of a domestic water improvement district or a domestic wastewater improvement district, or upon the submission of a separate petition following the establishment of an improvement district as prescribed by section 48-903, and subsequent to the approval of the county board of supervisors, the district shall be governed by an elected board of directors. The elected board shall consist of the number of members, not less than three, specified in the petition for establishment of the district. The first directors of such board shall be selected by the board of supervisors at the time the district is established. Members of the board of directors shall be qualified electors of the district and, after the members first appointed by the board of supervisors, shall be elected by the qualified electors of the district.

B. Immediately after the selection and qualification of the first directors of the board, the directors shall meet and divide themselves by lot into two classes as nearly equal in number as possible. Directors of the first class shall serve for a term of four years, and directors of the second class shall serve for a term of two years. Every director shall continue to discharge the duties of office until a successor is appointed and qualifies. Thereafter, at each regular election, one director for each expired term shall be elected and shall hold office for a term of four years, and until a successor is elected and qualifies. The dates of elections and of expiration of terms shall be specified in the petition for establishment of the district.

C. If a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office. If the district board lacks a quorum for any reason for more than thirty days, the county board of supervisors may revoke the authority of the appointed or elected board of directors pursuant to section 48-1016.

D. The board of directors shall annually elect a chairperson from among its members.

E. If only one person files or no person files a nominating petition for election to fill a position on the board of directors of the district, the county board of supervisors, by resolution, may cancel the election for that office and appoint the person who filed the nominating petition to fill that position. If no person files a nominating petition for an election to fill a district board office, the county board of supervisors, by resolution, may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

F. For the purposes of either a domestic water improvement district or a domestic wastewater improvement district that is organized pursuant to this article and that serves at the time of organization a population of ten thousand persons or less according to the most recent United States decennial census, in addition to any other qualified elector of the district, any natural person who is a qualified elector of this state and who is a real property owner within the district is eligible to vote in a district election without regard to that person's residency and shall be deemed a qualified elector of the district for purposes of service on the board of directors.

**ARF-3203**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 06/23/2015

**Reporting Period:** May 2015

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk, Constable - Globe Regional

---

**Information**

**Subject**

Globe Regional Constable's Office for May 2015

**Suggested Motion**

Acknowledgment of the May 2015 monthly activity report submitted by the Globe Regional Constable's Office.

---

**Attachments**

May 2015

---

RUBEN A. MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

Date: June 1, 2015  
To: Gila County Board of Supervisors  
From: Jesse E. Bolinger Constable  
Re: Monthly Report

For the month of April 2015, the Globe Constable performed the following services in the Globe Precinct and Gila County.

**SEE ATTACHED SHEET**

TOTAL SERVICES FOR MONTH: **150**  
TOTAL MILES FOR MONTH **1102**

Globe Constable assisted/other: Bailiff in **0** court hearings  
The Deputy Constable assisted/other: Bailiff in **0** court hearings  
Total Monies Collected for the Month **\$527.00**

The Globe Constable attended **0** hours of training  
The Deputy Constable attended **0** hours of training  
Warrant letters mailed **50**

Respectfully submitted,

**JESSE E. BOLINGER**  
**GLOBE CONSTABLE**

# GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

DATE 6-1-2015

GILA COUNTY TREASURER  
RECEIPT  
113200 JUN-15

CONTRACT # \_\_\_\_\_

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Multiple Funds FUND # \_\_\_\_\_

REMITTING AGENCY Globe Regional Constable #321

BILLING PERIOD May 2015

Account Code	Direct Deposit / Check #	Revenue Description	Amount
T-915- -2061	CASH	CESTB Wint Fee	5 00
1005.321.3405.80	CASH	Service Fees	83 00
			40 00
			48 00
			80 00
			48 00
			40 00
			40 00
			87 00
			56 00
			527 00

Preparer Signature: Kimberly Rust Title Constable Clerk

Approved Signature: Pat Mach Title Constable

**SUMMARY OF DEPOSIT**

Currency	58
Coins	
Checks	439
<b>Total</b>	<b>527</b>

1005 = 50  
 1020 = 80  
 1010 = 10  
 105 = 5  
 301 = 3  
 -----  
 88

TREASURER By \_\_\_\_\_ Date 6/1/15





# Gila County Globe Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	50	33	66.00	14	28.00	3	6.00
Hearing Order on IAH	2	0	0.00	2	100.00	0	0.00
Notice of Hearing	2	0	0.00	2	100.00	0	0.00
Notice to Appear; Petition	12	2	16.67	10	83.33	0	0.00
Order of Protection	7	2	28.57	5	71.43	0	0.00
Summons and Complaint seven day notice	5	0	0.00	2	40.00	3	60.00
Subpoena Duces Tecum	4	0	0.00	4	100.00	0	0.00
Summons Forcible Detainer	60	1	1.67	54	90.00	5	8.33
Criminal Summons	4	0	0.00	4	100.00	0	0.00
Thirty Day Notice	2	0	0.00	2	100.00	0	0.00
Writ of Restitution	1	0	0.00	1	100.00	0	0.00
<b>Totals</b>	<b>150</b>	<b>38</b>	<b>25.33</b>	<b>101</b>	<b>67.33</b>	<b>11</b>	<b>7.33</b>

**Report Includes:**

All receive dates between `00:01:00 05/01/15` and `13:48:43 05/29/15`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`



# Gila County Globe Regional Constable's Office

## Civil Process Service Attempts Summary

**To Be Served:** Abbott, Robert

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP, Globe	Mancha, R A	Posted	YES

**Time/Date:** 11:15:00 05/08/15

**To Be Served:** Absher, Barney A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES
---	--	---------------	-----

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES
---	--	---------------	-----

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES
---	--	---------------	-----

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES
---	--	---------------	-----

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES
---	--	---------------	-----

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES
---	--	---------------	-----

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard, Miami		Barney Absher	YES
---	--	---------------	-----

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard,  
Miami

Barney Absher

YES

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard,  
Miami

Barney Absher

YES

**Time/Date:** 00:00:00 05/14/15

1133 W. Bird St/ in travel trl in back yard,  
Miami

Barney Absher

YES

**Time/Date:** 00:00:00 05/14/15

**To Be Served:** Alonzo, Darlene

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

740 W SULLIVAN ST, Miami

Taylor, R C

Dan Rodriguez

YES

**Time/Date:** 12:20:00 05/12/15

**To Be Served:** Armendariz, Patrice R.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

5900 Morrow Ave, Claypool

Taylor, R C

Posted and Certified Mailing

YES

**Time/Date:** 11:15:00 05/19/15

**To Be Served:** Barajas, Denise

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

175 N PINE ST, Globe

Mancha, R A

a. Martinez

YES

**Time/Date:** 10:21:00 05/13/15

175 N PINE ST, Globe

Mancha, R A

M. Campagna

YES

**Time/Date:** 15:32:00 05/15/15

175 N PINE ST, Globe

Mancha, R A

Dispatcher Campagna

YES

**Time/Date:** 17:05:00 05/27/15

**To Be Served:** Barbuti, Richard T.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

300 S CHERRY FLATS RD; unti 15, Miami

Taylor, R C

NO

**Time/Date:** 10:50:00 05/06/15

300 S CHERRY FLATS RD; unit 15, Miami	Mancha, R A		NO
<b>Time/Date:</b> 18:36:00 05/08/15			
300 S CHERRY FLATS RD; unit 15, Miami	Taylor, R C		NO
<b>Time/Date:</b> 10:00:00 05/14/15			
1100 E SOUTH ST, Globe	Taylor, R C	Richard Barbuti aka Clark	YES
<b>Time/Date:</b> 10:50:00 05/14/15			
<hr/>			
<b>To Be Served:</b> Barnes, George W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1175 N broad, Globe	Taylor, R C		NO
<b>Time/Date:</b> 11:10:00 05/21/15			
1175 N broad, Globe	Taylor, R C		NO
<b>Time/Date:</b> 11:10:00 05/21/15			
<hr/>			
<b>To Be Served:</b> Belknap, Nadine			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
214 indian circle, Miami		Nadine Belknap	YES
<b>Time/Date:</b> 00:00:00 05/22/15			
214 indian circle, Miami		Nadine Belknap	YES
<b>Time/Date:</b> 00:00:00 05/22/15			
214 indian circle, Miami		Nadine Belknap	YES
<b>Time/Date:</b> 00:00:00 05/22/15			
<hr/>			
<b>To Be Served:</b> Berumen, Joshua			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
125 W LANE ST; unit B, Globe	Taylor, R C	Posted and Certified Mailed	YES
<b>Time/Date:</b> 08:40:00 05/19/15			
<hr/>			
<b>To Be Served:</b> Betom, Christina A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5880 S HOSPITAL DR, Globe	Taylor, R C	Christine Betom	YES
<b>Time/Date:</b> 10:15:00 05/06/15			
<hr/>			

---

**To Be Served:** Bittner, Braxton J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
217 N East Street, Globe	Mancha, R A		NO
<b>Time/Date:</b> 14:05:00 05/13/15			
217 N East Street, Globe	Mancha, R A	Braxton Bittner	YES
<b>Time/Date:</b> 14:26:00 05/13/15			

---

**To Be Served:** Bowan, Kathy G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5900 N Main #82, Globe	Taylor, R C	Kathie Bowan	YES
<b>Time/Date:</b> 10:20:00 05/04/15			

---

**To Be Served:** Brice, Arlene J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
546 N Devereaux-Box 881 Clypl Az, Globe	Taylor, R C		NO
<b>Time/Date:</b> 12:20:00 05/19/15			
546 N Devereaux-Box 881 Clypl Az, Globe	Taylor, R C	Arlene Joan Brice	YES
<b>Time/Date:</b> 08:15:00 05/22/15			

---

**To Be Served:** Briseno, Sharon

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unti 50, Globe	Taylor, R C		NO
<b>Time/Date:</b> 09:50:00 05/26/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 50, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:20:00 05/27/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 50, Globe	Mancha, R A	Joseph Dillon	YES
<b>Time/Date:</b> 16:50:00 05/27/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 50, Globe	Mancha, R A		NO
<b>Time/Date:</b> 09:37:53 05/28/15			

---

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 12:40:00 05/01/15			
<b>To Be Served:</b> Brooks, Christina			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
CPS, Globe	Mancha, R A		NO
<b>Time/Date:</b> 14:18:00 05/05/15			
<b>To Be Served:</b> Brownstead, Wayne J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5830 Old Oak Street, Claypool	Taylor, R C		NO
<b>Time/Date:</b> 12:30:00 05/12/15			
5830 Old Oak Street, Claypool	Taylor, R C		NO
<b>Time/Date:</b> 10:30:00 05/14/15			
353 W SUNSET ST, Miami	Taylor, R C	Wayne Brownstead	YES
<b>Time/Date:</b> 16:50:00 05/14/15			
<b>To Be Served:</b> Brundrett, Douglas			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe PD 175 N Pine St, Globe	Mancha, R A	Disptacher Mathews	YES
<b>Time/Date:</b> 14:32:00 05/05/15			
Globe PD 175 N Pine St, Globe	Mancha, R A	A. Martinez	YES
<b>Time/Date:</b> 10:21:00 05/13/15			
<b>To Be Served:</b> Burnham, Freddy A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1007 Prospect Ave, Claypool	Mancha, R A	Freddy Burnham	YES
<b>Time/Date:</b> 15:15:00 05/11/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

<b>[REDACTED]</b> Miami	Mancha, R A	<b>[REDACTED]</b>	YES
<b>Time/Date:</b> 15:15:00 05/11/15			
<b>To Be Served:</b> Busby, Amy L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5435 E HUIE ST; HARRIS MHP; unit 2, Globe	Taylor, R C	Amy Busby	YES
<b>Time/Date:</b> 11:45:00 05/19/15			
5435 E HUIE ST; HARRIS MHP; unit 2, Globe	Taylor, R C	Amy Busby	YES
<b>Time/Date:</b> 11:45:00 05/19/15			
<b>To Be Served:</b> Campbell, Robert			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South Street, Globe	Taylor, R C	P Dodd	YES
<b>Time/Date:</b> 10:40:00 05/15/15			
<b>To Be Served:</b> Castaneda, AJ			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
175 N Pine St GPD, Globe	Taylor, R C	GPD Disatch	YES
<b>Time/Date:</b> 09:35:00 05/01/15			
175 N Pine St GPD, Globe	Mancha, R A	C. Mathews	YES
<b>Time/Date:</b> 14:17:00 05/11/15			
175 N Pine St GPD, Globe	Mancha, R A	M. Campagna	YES
<b>Time/Date:</b> 15:32:00 05/15/15			
175 N Pine St GPD, Globe	Mancha, R A	M. Campagna	YES
<b>Time/Date:</b> 17:02:00 05/19/15			
<b>To Be Served:</b> Castillo, Hector			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
DPS, Globe	Taylor, R C	DPS Dispatch	YES
<b>Time/Date:</b> 09:20:00 05/06/15			
<b>To Be Served:</b> Charles, Keith E.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>

1100 South Street, Globe	Mancha, R A	P. Dood	YES
<b>Time/Date:</b> 15:14:00 05/15/15			
<b>To Be Served:</b> Cluster, Arenyna			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5957 Calle De Loma, Claypool	Taylor, R C	Arenyna Cluster	YES
<b>Time/Date:</b> 10:10:00 05/05/15			
<b>To Be Served:</b> Contreras, Jesse R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter Canyon Rd PHMHP #47, Globe		Jesse Contreras	YES
<b>Time/Date:</b> 00:00:00 05/15/15			
8958 S Six Shooter Canyon Rd PHMHP #47, Globe		John Baca	YES
<b>Time/Date:</b> 00:00:00 05/15/15			
<b>To Be Served:</b> Crossett, Maria H.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
410 Euclid Ave., P.O. Box 806, Globe	Taylor, R C		NO
<b>Time/Date:</b> 13:00:00 05/12/15			
353 W SUNSET ST, Miami	Taylor, R C	Maria Crossett	YES
<b>Time/Date:</b> 09:50:00 05/14/15			
<b>To Be Served:</b> CROSSMAN, JOHN L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
128 E GARFIELD ST, Tempe	Taylor, R C		NO
<b>Time/Date:</b> 12:30:00 05/12/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 10:55:00 05/01/15			

---

**To Be Served:** Curiel, Alberto A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
187 S. France, Miami		Alberto Curiel	YES
<b>Time/Date:</b> 00:00:00 05/17/15			

---

**To Be Served:** Dickison, Emmett E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Mancha, R A	P. Dodd	YES
<b>Time/Date:</b> 14:24:00 05/05/15			

---

**To Be Served:** Dodd, Virgil

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	A. Warden	YES
<b>Time/Date:</b> 10:07:25 05/26/15			

---

**To Be Served:** Doe, Jane I-X

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
,	Taylor, R C		NO
<b>Time/Date:</b> 12:06:47 05/05/15			

---

**To Be Served:** Dorame, Alex

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
305 W SUNSET ST, Miami	Taylor, R C	Posted and Certified Mailed	YES
<b>Time/Date:</b> 11:15:00 05/19/15			

---

**To Be Served:** Ellsworth, Samantha R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1775 N BROAD ST; unit 29, Globe	Taylor, R C	Samatha Ellsworth	YES
<b>Time/Date:</b> 09:45:00 05/01/15			
1775 N BROAD ST; unit 29, Globe	Taylor, R C	Samatha Ellsworth	YES
<b>Time/Date:</b> 11:00:00 05/20/15			

---

**To Be Served:** Epperson, Arthur L. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

5537 Apache Hills Ln, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:10:00 05/18/15			
5537 Apache Hills Ln, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:20:00 05/26/15			
5537 Apache Hills Ln, Globe	Taylor, R C	Arthur Lee Epperson III	YES
<b>Time/Date:</b> 16:45:00 05/28/15			
<hr/>			
<b>To Be Served:</b> Escobedo, Ronnie			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South St GCSO, Globe	Mancha, R A	P. Dodd	YES
<b>Time/Date:</b> 14:24:00 05/05/15			
<hr/>			
<b>To Be Served:</b> Esparza, Eddy Sr			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
2251 N AZ HIGHWAY 188; GUAYOS ON THE TRAIL, Globe	Mancha, R A	Eddy Esparza	YES
<b>Time/Date:</b> 12:52:00 05/08/15			
<hr/>			
<b>To Be Served:</b> Estevane, Luv L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
2165 N WHEATFIELDS RD; unit 61, Globe	Taylor, R C	posted and certified mailed	YES
<b>Time/Date:</b> 10:40:00 05/19/15			
<hr/>			
<b>To Be Served:</b> Fane, Kevin			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Globe PD 175 N Pine St, Globe	Taylor, R C	Anthony Martinez	YES
<b>Time/Date:</b> 09:20:00 05/19/15			
<hr/>			
<b>To Be Served:</b> Fitch, Terry L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Sp# 129 Lake View trailer Park, Roosevelt		Terry Fitch	YES
<b>Time/Date:</b> 00:00:00 05/12/15			
Sp# 129 Lake View trailer Park, Roosevelt		Terry Fitch	YES

---

**Time/Date:** 00:00:00 05/12/15
 

---

**To Be Served:** Flucker, M

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter Canyon, Globe	Mancha, R A	M. Flucker	YES

**Time/Date:** 17:05:00 05/22/15**To Be Served:** Fryer, DeAndria

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
325 First St., Globe	Taylor, R C	DeAndria Fryer	YES

**Time/Date:** 10:25:00 05/01/15**To Be Served:** Goseyun, Priscilla

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5880 S HOSPITAL DR, Globe	Mancha, R A	Priscilla Goseyun	YES

**Time/Date:** 15:07:00 05/05/15**To Be Served:** Gregg, Robert D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7348 Grandview Dr., Globe	Mancha, R A	Heather Gregg	YES

**Time/Date:** 17:02:00 05/11/15**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Mancha, R A	[REDACTED]	YES

**Time/Date:** 14:45:00 05/11/15**To Be Served:** Gregorich, Judy L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
155 S Second Street, Globe	Olivarez, G T	Judy Gregorich	YES

**Time/Date:** 13:08:00 05/04/15**To Be Served:** Gudino, Esperanza

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

237 N East St, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:55:00 05/01/15			
<b>To Be Served:</b> Guerra, Lillian			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2190 N ESCUDILLA DR; unit 31, Globe	Mancha, R A	Lillian Guerra	YES
<b>Time/Date:</b> 14:20:00 05/08/15			
<b>To Be Served:</b> Guevara, Raymond D. III			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Mancha, R A	Raymond Guevara	YES
<b>Time/Date:</b> 11:31:00 05/18/15			
<b>To Be Served:</b> Gutierrez, Courtney D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5971 Maple Leaf, Miami	Taylor, R C	Courtney Gutierrez	YES
<b>Time/Date:</b> 09:55:00 05/01/15			
5971 Maple Leaf, Miami	Taylor, R C	Courtney Diane Gutierrez	YES
<b>Time/Date:</b> 09:40:00 05/22/15			
<b>To Be Served:</b> Gutierrez, Steven J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5535 Apache Hills Lane, Globe	Taylor, R C		NO
<b>Time/Date:</b> 12:10:00 05/05/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 10:30:00 05/01/15			
<b>To Be Served:</b> Havercorn, Daniela V.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1406 E South Street, Globe	Mancha, R A		NO

---

**Time/Date:** 12:20:00 05/21/15

---

**To Be Served:** [REDACTED]

Service Attempt

Attempted By

Served On

Svd?

[REDACTED] Miami

Taylor, R C

[REDACTED]

YES

**Time/Date:** 08:50:00 05/28/15

---

**To Be Served:** Hernandez, Joann C.

Service Attempt

Attempted By

Served On

Svd?

349 W Sunset Street, Miami

Taylor, R C

Joann Hernandez

YES

**Time/Date:** 11:05:00 05/13/15

---

**To Be Served:** Johnson, Brittany

Service Attempt

Attempted By

Served On

Svd?

718 W KOFA PASS, Globe

Mancha, R A

NO

**Time/Date:** 14:50:00 05/05/15

5880 S HOSPITAL DR, Globe

Mancha, R A

Brittany Johnson

YES

**Time/Date:** 15:32:00 05/05/15

---

**To Be Served:** Jones, Debra K.

Service Attempt

Attempted By

Served On

Svd?

1237 N QUARTZ LOOP; unit A, Globe

Mancha, R A

Debra Kay Jones

YES

**Time/Date:** 16:19:00 05/13/15

1237 N QUARTZ LOOP; unit A, Globe

Mancha, R A

NO

**Time/Date:** 10:23:00 05/19/15

1237 N QUARTZ LOOP; unit A, Globe

Mancha, R A

NO

**Time/Date:** 10:38:00 05/19/15

1237 N QUARTZ LOOP; unit A, Globe

Mancha, R A

Debra Kay Jones

YES

**Time/Date:** 11:08:00 05/26/15

---

**To Be Served:** Lopez, Amanda F.

Service Attempt

Attempted By

Served On

Svd?

5560 Jack Rabbit Ln, Globe

Mancha, R A

Amanda Lopez

YES

**Time/Date:** 05:30:00 05/05/15

5560 Jack Rabbit Ln, Globe

Mancha, R A

amanda Lopez

YES

**Time/Date:** 05:30:00 05/05/15

5560 Jack Rabbit Ln, Globe

Mancha, R A

Amanda Lopez

YES

**Time/Date:** 05:30:00 05/05/15

5560 Jack Rabbit Ln, Globe

Mancha, R A

Amanda Lopez

YES

**Time/Date:** 05:30:00 05/05/15**To Be Served:** Lopez, Israel R.**Service Attempt****Attempted By****Served On****Svd?**8958 S SIX SHOOTER CANYON RD; Unit 39, Mancha, R A  
Globe

Israel R Lopez

YES

**Time/Date:** 14:14:21 05/21/158958 S SIX SHOOTER CANYON RD; Unit 39, Mancha, R A  
Globe

NO

**Time/Date:** 17:16:00 05/22/158958 S SIX SHOOTER CANYON RD; Unit 39, Mancha, R A  
Globe

Reggie Lopez

YES

**Time/Date:** 17:38:00 05/22/15**To Be Served:** Lopez, Sophia R.**Service Attempt****Attempted By****Served On****Svd?**

5253 E GOLDEN HILL RD, Globe

Mancha, R A

NO

**Time/Date:** 16:57:00 05/20/15

5253 E GOLDEN HILL RD, Globe

Mancha, R A

Sophia Rose Lopez

YES

**Time/Date:** 21:43:00 05/20/15**To Be Served:** Mancico, Richard**Service Attempt****Attempted By****Served On****Svd?**

6427 S CARPENTER LN, Globe

Mancha, R A

Richard Mancico

YES

**Time/Date:** 11:13:00 05/13/15**To Be Served:** Mata, Henry J. Jr**Service Attempt****Attempted By****Served On****Svd?**

118 E HASKINS RD, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:00:00 05/05/15			
<hr/>			
<b>To Be Served:</b> Maunder, Justin			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Globe PD 175 N Pine St, Globe	Taylor, R C	GPD Dispatch	YES
<b>Time/Date:</b> 09:35:00 05/01/15			
Globe PD 175 N Pine St, Globe	Mancha, R A	M. Campagna	YES
<b>Time/Date:</b> 15:32:00 05/15/15			
Globe PD 175 N Pine St, Globe	Taylor, R C	Anthony Martinez	YES
<b>Time/Date:</b> 09:20:00 05/19/15			
Globe PD 175 N Pine St, Globe	Mancha, R A	M. Campagna	YES
<b>Time/Date:</b> 17:02:00 05/19/15			
<hr/>			
<b>To Be Served:</b> Mayorga, Edward			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
148 N 4th Ave, Globe	Taylor, R C		NO
<b>Time/Date:</b> 11:55:00 05/05/15			
<hr/>			
<b>To Be Served:</b> McGaha, Brian C.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
8958 S Six Shooter Cyn #30, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:55:00 05/11/15			
8958 S Six Shooter Cyn #30, Globe	Taylor, R C		NO
<b>Time/Date:</b> 12:10:00 05/14/15			
1100 E SOUTH ST, Globe	Taylor, R C	Brian McGaha	YES
<b>Time/Date:</b> 09:50:00 05/15/15			
8958 S Six Shooter Cyn #30, Globe	Mancha, R A	Jennifer McGaha	YES
<b>Time/Date:</b> 17:14:00 05/22/15			
<hr/>			
<b>To Be Served:</b> Mitchell, Don P.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
3439 E ELAM AVE, Claypool		Don Mitchell	YES

---

**Time/Date:** 00:00:00 05/19/15

---

**To Be Served:** Peace, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MEsquite St Copper Rim Elementary, Globe	Taylor, R C	Brian Peace	YES

**Time/Date:** 12:55:00 05/06/15

---

**To Be Served:** Pena, C

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Mancha, R A	P. Dodd	YES

**Time/Date:** 15:14:00 05/15/15

---

**To Be Served:** Pena, Pedro

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS 1902 HWY 60/77, Globe	Taylor, R C	L. Hansen	YES

**Time/Date:** 12:40:00 05/22/15

---

**To Be Served:** Perdue, Susan E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MESQUITE ST, Globe	Taylor, R C	Susan Perdue	YES

**Time/Date:** 09:30:00 05/06/15

---

**To Be Served:** Phillips, Destry R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
231 Depot Hill, Miami	Taylor, R C		NO

**Time/Date:** 11:40:00 05/21/15

231 Depot Hill, Miami	Taylor, R C		NO
-----------------------	-------------	--	----

**Time/Date:** 11:40:00 05/21/15

6020 S EL CAMINO, Claypool	Mancha, R		NO
----------------------------	-----------	--	----

**Time/Date:** 11:54:00 05/21/15

6020 S EL CAMINO, Claypool	Taylor, R C		NO
----------------------------	-------------	--	----

**Time/Date:** 11:54:00 05/21/15

---

**To Be Served:** Powell, Joy L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1741 W STURGEON DR, Miami	Mancha, R A		NO
<b>Time/Date:</b> 13:45:00 05/08/15			
1741 W STURGEON DR, Miami	Mancha, R A		NO
<b>Time/Date:</b> 17:32:00 05/08/15			
5886 S HOSPITAL DR, Globe	Mancha, R A	Joy Powell	YES
<b>Time/Date:</b> 11:17:00 05/11/15			

**To Be Served:** Preston, Spencer

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami Police Department, Miami	Taylor, R C	MPD Dispatch	YES
<b>Time/Date:</b> 11:20:00 05/15/15			

**To Be Served:** Ready, Mikeal J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1285 E MONTECITO DR, Globe	Taylor, R C		NO
<b>Time/Date:</b> 09:45:00 05/19/15			

**To Be Served:** Rodriguez, Dan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami PD,	Taylor, R C	D. Rodriguez	YES
<b>Time/Date:</b> 12:25:14 05/13/15			

**To Be Served:** Rosson, Aaron G. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5438 E Horseshoe Ln, Globe	Mancha, R A		NO
<b>Time/Date:</b> 14:06:00 05/08/15			
5438 E Horseshoe Ln, Globe	Mancha, R A		NO
<b>Time/Date:</b> 17:22:00 05/08/15			
5438 E Horseshoe Ln, Globe	Mancha, R A		NO
<b>Time/Date:</b> 18:02:00 05/08/15			
5438 E Horseshoe Ln, Globe	Mancha, R A		NO

<b>Time/Date:</b> 18:52:00 05/08/15			
5438 E Horseshoe Ln, Globe	Mancha, R A		NO
<b>Time/Date:</b> 08:15:00 05/11/15			
5438 E Horseshoe Ln, Globe	Mancha, R A		NO
<b>Time/Date:</b> 11:29:00 05/11/15			
5438 E Horseshoe Ln, Globe	Mancha, R A		NO
<b>Time/Date:</b> 09:40:00 05/12/15			
5438 E Horseshoe Ln, Globe	Mancha, R A		NO
<b>Time/Date:</b> 09:30:00 05/14/15			
<hr/>			
<b>To Be Served:</b> Roth, Harry T.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5975 S MORROW AVE, Claypool	Taylor, R C		NO
<b>Time/Date:</b> 11:25:00 05/21/15			
<hr/>			
<b>To Be Served:</b> Saenz Jr, Albert J.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1741 West Sturgeon Dr, Miami	Mancha, R A		NO
<b>Time/Date:</b> 13:45:00 05/08/15			
1741 West Sturgeon Dr, Miami	Mancha, R A	Albert Saenz Jr	YES
<b>Time/Date:</b> 17:32:00 05/08/15			
<hr/>			
<b>To Be Served:</b> Salas, Emilio C.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
786 Buena Vista St/Box 2275, Globe		Emilio Cruz Salas	YES
<b>Time/Date:</b> 00:00:00 05/17/15			
786 Buena Vista St/Box 2275, Globe		Emilio Cruz Salas	YES
<b>Time/Date:</b> 00:00:00 05/17/15			
<hr/>			
<b>To Be Served:</b> Santa Maria, Lisa L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
161 W LIVE OAK ST; unit Miami Post Office, Miami	Taylor, R C	Lisa Santa-Maria	YES

---

**Time/Date:** 12:40:00 05/12/15

---

**To Be Served:** Sebastian, Kenneth G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5197 E BORNITE LN; unit 4, Globe	Taylor, R C	Kenneth Sebastian	YES

**Time/Date:** 11:00:00 05/15/15

---

**To Be Served:** Shellenberger, Roberta A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1500 E MESQUITE ST, Globe	Taylor, R C	Roberta Shcellenberger	YES

**Time/Date:** 09:30:00 05/06/15

---

**To Be Served:** Smith, Justin C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
240 S SECOND ST, Globe	Mancha, R A		NO

**Time/Date:** 16:31:00 05/08/15

331 S. Sutherland, Globe	Mancha, R A		NO
--------------------------	-------------	--	----

**Time/Date:** 16:57:00 05/08/15

331 S. Sutherland, Globe	Mancha, R A	Justin Smith	YES
--------------------------	-------------	--------------	-----

**Time/Date:** 10:38:00 05/11/15

---

**To Be Served:** Smith, Phillip

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
274 N BROAD ST; unit Copper Country Rendevous, Globe	Taylor, R C	P. Smith	YES

**Time/Date:** 11:05:00 05/12/15

---

**To Be Served:** Snelling, George R. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	George Snelling	YES

**Time/Date:** 11:40:00 05/14/15

---

**To Be Served:** Snyder, D

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

1902 HWY 60/70, Globe	Taylor, R C	DPS Dispatch	YES
<b>Time/Date:</b> 09:20:00 05/06/15			
1902 HWY 60/70, Globe	Taylor, R C	M. Sneezy	YES
<b>Time/Date:</b> 09:35:00 05/19/15			
1902 HWY 60/70, Globe	Taylor, R C	M. Sneezy	YES
<b>Time/Date:</b> 09:35:00 05/19/15			
<hr/>			
<b>To Be Served:</b> Taylor, Clinton			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
175 N Pine St GPD, Globe	Taylor, R C	Anthony Martinez	YES
<b>Time/Date:</b> 09:20:00 05/19/15			
<hr/>			
<b>To Be Served:</b> Valenzuela, Jay A.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South St, Globe	Taylor, R C	P. Dodd	YES
<b>Time/Date:</b> 10:40:00 05/15/15			
<hr/>			
<b>To Be Served:</b> Wagner, Johnathan M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; UNIT 93, Globe	Taylor, R C	Johnathan Wagner	YES
<b>Time/Date:</b> 11:05:00 05/01/15			
<hr/>			
<b>To Be Served:</b> Weimer, David L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1237 N QUARTZ LOOP; unit B, Globe	Mancha, R A	David Weimer	YES
<b>Time/Date:</b> 16:21:00 05/13/15			
<hr/>			
<b>To Be Served:</b> Wold, Crystal L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1423 N FOREST SERVICE ROAD 216, Globe	Taylor, R C		NO
<b>Time/Date:</b> 13:17:25 05/18/15			
<hr/>			
<b>To Be Served:</b> Wold, Nate			

---

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1115 Spring Creek Rd, Globe	Taylor, R C		NO
<b>Time/Date:</b> 13:18:51 05/18/15			

---

**To Be Served:** Yeager, Michael T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Mancha, R A	C. Mathews	YES
<b>Time/Date:</b> 14:17:00 05/11/15			

---

**Report Includes:**

All dates between `00:01:00 05/01/15` and `13:49:26 05/29/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

**ARF-3214**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 06/23/2015

**Reporting Period:** Payson Regional Constable's Office Monthly Report for May 2015

**Submitted For:** Colt White, Payson Regional Constable

**Submitted By:** Michelle Keegan, Administrative Clerk Senior, Constable  
- Payson Regional

---

**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for May 2015

**Suggested Motion**

Acknowledgment of the May 2015 monthly activity report submitted by the Payson Regional Constable's Office.

---

**Attachments**

Payson Regional Constable's Office Monthly Report for May 2015

---

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

## May 2015 MONTHLY REPORT

### TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

June 1, 2015

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

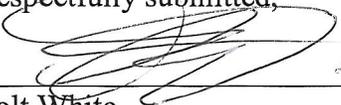
**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **May, 2015**, the Payson Regional Constable's Office:

- ◆ Received a total of **90** papers for service
- ◆ Drove a total of **1,171** miles
- ◆ Collected a total of **\$1,313.20** as follows:

• Check Total	\$468.00
• Cash Total	<u>\$845.20</u>
• Total Deposited	\$1,313.20
• Desiree McKinnon, refund overpayment ck #2392	(\$1.00)
• Less Writ Fee (1 @ \$5.00/each) Collected (Check #2393/Treasurer's Receipt #98414)	<u>(\$ 5.00)</u>
• Paid to General Fund (Check #2394/Treasurer's Receipt #98415)	\$1,307.20
• 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	 <b><u>\$2,182.20</u></b>

Respectfully submitted,

  
 \_\_\_\_\_  
 Colt White  
 Payson Regional Constable  
 Gila County, Payson, Arizona

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 2014-2015**

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	182	1,396	\$1,417.60	\$875.00	\$2,287.60
AUGUST	222	1,397	\$1,749.80	\$875.00	\$2,624.80
SEPTEMBER	109	1,249	\$1,360.40	\$875.00	\$2,235.40
OCTOBER	160	1,070	\$1,307.00	\$875.00	\$2,182.00
NOVEMBER	159	986	\$1,505.20	\$875.00	\$2,380.20
DECEMBER	113	741	\$1,846.80	\$875.00	\$2,721.80
JANUARY	113	1,828	\$831.00	\$875.00	\$1,706.00
FEBRUARY	88	913	\$865.40	\$875.00	\$1,740.40
MARCH	119	1,140	\$1,187.20	\$875.00	\$2,062.20
APRIL	204	1,345	\$867.40	\$875.00	\$1,742.40
MAY	90	1,171	\$1,313.20	\$875.00	\$2,188.20
JUNE					
<b>YEAR TOTAL:</b>	1,559	13,236	\$14,251.00	\$9,625.00	\$23,876.00



# Payson Regional Constable's Office

## Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Camp, Denice Marie	1505PR072	05/26/15	558	40.00
				-----
				<b>40.00</b>
Containers On Demand LLC,	1505PR079	05/27/15	562	40.00
				-----
				<b>40.00</b>
Cowell, Kirk Eugene	1505PR074	05/26/15	560	40.00
				-----
				<b>40.00</b>
Crosby & Gladner PC,	1505PR029	05/11/15	545	40.00
				-----
				<b>40.00</b>
Ernst, Amber Rose	1505PR030	05/12/15	546	40.00
				-----
				<b>40.00</b>
Evans Dove & Nelson PLC,	1505PR080	05/27/15	563	48.00
				-----
				<b>48.00</b>
Higgins, Curt	1505PR025	05/11/15	544	48.00
				-----
				<b>48.00</b>
Hummer, John Tim	1505PR044	05/18/15	552	48.00
				-----
				<b>48.00</b>
JJL Process Corp,	1505PR085	05/28/15	564	69.00
				-----
				<b>69.00</b>
KMOG Radio,	1505PR046	05/18/15	554	40.00
				-----
				<b>40.00</b>
Manley, Johnathan	1505PR067	05/26/15	556	69.60
				-----
				<b>69.60</b>

McKinnon, Desiree Jean	1505PR022	05/07/15	542	57.00
				<b>57.00</b>
Nell-Williams, Cynthia Marie	1505PR069	05/22/15	557	74.00
				<b>74.00</b>
Oak Park Partners,	1505PR031	05/12/15	549	48.00
	1505PR049	05/19/15	555	48.00
				<b>96.00</b>
Payson Auto Supply & Equip Inc,	1505PR004	05/04/15	539	67.20
				<b>67.20</b>
Prechtel, David Kenneth	1505PR016	05/05/15	540	68.00
				<b>68.00</b>
Samuels, Jason	1505PR088	05/29/15	565	74.00
				<b>74.00</b>
Sidebottom, Barbara	1505PR075	05/26/15	561	40.00
				<b>40.00</b>
Torres, Angela	1505PR071	05/26/15	548	40.00
				<b>40.00</b>
Track Down Inc,	1505PR038	05/18/15	547	170.40
				<b>170.40</b>
Vargas, Deidre Leigh-Ann	1505PR032	05/12/15	550	40.00
	1505PR033	05/12/15	551	24.00
	1505PR045	05/18/15	553	40.00
				<b>104.00</b>
				<b>1313.20</b>
	<b>Total Cash Received:</b>			<b>1313.20</b>

**Report Includes:**

All transaction dates between `05/01/15` and `05/31/15`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Payson Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Civil Citation	2	0	0.00	2	100.00	0	0.00
Child Custody Packet	1	0	0.00	1	100.00	0	0.00
Criminal Subpoena	25	0	0.00	25	100.00	0	0.00
Civil Complaint	1	0	0.00	1	100.00	0	0.00
Civil Subpoena	1	0	0.00	1	100.00	0	0.00
Divorce Packet	3	1	33.33	2	66.67	0	0.00
Injunction Against Harassment	12	1	8.33	10	83.33	1	8.33
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	8	0	0.00	7	87.50	1	12.50
Order of Protection	16	1	6.25	14	87.50	1	6.25
Order to Show Cause	2	1	50.00	0	0.00	1	50.00
Summons and Complaint	3	0	0.00	1	33.33	2	66.67
Summons Forcible Detainer	7	0	0.00	7	100.00	0	0.00
Criminal Summons	6	0	0.00	2	33.33	4	66.67
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
<b>Totals</b>	<b>90</b>	<b>4</b>	<b>4.44</b>	<b>76</b>	<b>84.44</b>	<b>10</b>	<b>11.11</b>

### Report Includes:

All receive dates between `00:00:00 05/01/15` and `23:59:59 05/31/15`, 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, Daniel

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8914 Singletree Ln, Payson	White, C	Amy E Lafleur	YES
<b>Time/Date:</b> 11:27:00 05/29/15			

---

To Be Served: Aguirre, Tyler J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
273 W chitwood Trail, Star Valley	White, C	Tyler James Aguirre	YES
<b>Time/Date:</b> 13:45:00 05/07/15			

---

To Be Served: Baxley, Travis W.

<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
<b>Time/Date:</b> 16:13:00 05/20/15			
108 W MAIN ST, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 16:13:00 05/20/15			

---

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	Deborah Collen Davis	YES
<b>Time/Date:</b> 15:31:00 05/15/15			

---

To Be Served: Burghart, Stephanie M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1224 E GREENBACK VALLEY RD, Tonto Basin	White, C	Stephanie M Turlukis-Keeney	YES
<b>Time/Date:</b> 13:30:00 05/04/15			

---

To Be Served: Cahalan, Maureen S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

---

703 E Frontier Street #17, Payson	White, C	Rexford Hamilton Brown	YES
<b>Time/Date:</b> 10:26:00 05/26/15			

---

**To Be Served:** Carlson, Jeff

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E FRONTIER ST; unit 14, Payson	White, C	Jeff Carlson	YES
<b>Time/Date:</b> 11:25:00 05/07/15			

---

**To Be Served:** Chevalier, Deborah L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
103 W ALPINE CIR, Payson	White, C		NO
<b>Time/Date:</b> 17:13:00 05/07/15			
108 W MAIN ST, Payson	Havey, M T	Debbie Chevalier	YES
<b>Time/Date:</b> 15:20:00 05/09/15			

---

**To Be Served:** Collins, Brooke T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 S OAK ST, Payson	White, C	Posted on front door	YES
<b>Time/Date:</b> 14:34:00 05/11/15			

---

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 11:44:00 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 11:45:00 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 11:45:01 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 11:48:00 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 16:40:00 05/15/15			

---

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 11:44:00 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 11:45:00 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 11:45:01 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 10:00:00 05/08/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 10:47:00 05/15/15			
[REDACTED]	White, C	[REDACTED]	YES
<b>Time/Date:</b> 15:58:00 05/15/15			

**To Be Served:** Corcoran, Wayne B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
176 W BUCKSKIN RD, Payson	Todd, Travis	Wayne Corcoran	YES
<b>Time/Date:</b> 19:08:00 05/22/15			

**To Be Served:** Craven, Max

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N Beeline Highway #46, Payson	White, C	Posted	NO
<b>Time/Date:</b> 12:49:00 05/20/15			
1100 E SOUTH ST, Globe	Olivarez, G T	Horace Max Craven	YES
<b>Time/Date:</b> 17:15:00 05/21/15			

**To Be Served:** Cristenson, Amber E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16557 N Hwy 87; unit 7, Payson	White, C		NO
<b>Time/Date:</b> 15:58:40 05/06/15			

**To Be Served:** Cross, James

---

<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
<b>Time/Date:</b> 16:18:00 05/20/15			
<b>To Be Served:</b> 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
<b>Time/Date:</b> 10:34:00 05/21/15			
<b>To Be Served:</b> Degenstein, Raymond			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	White, C	Raymond Degenstein	YES
<b>Time/Date:</b> 16:26:00 05/20/15			
<b>To Be Served:</b> Dell, Sally A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
295 Dooley Dr, Tonto Basin	White, C	Sally Ann Dell	YES
<b>Time/Date:</b> 11:17:00 05/13/15			
<b>To Be Served:</b> DeRango, Robert			
<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
<b>Time/Date:</b> 15:46:00 05/04/15			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:46:00 05/04/15			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:46:00 05/04/15			
<b>To Be Served:</b> Eggert, Gary A.			
<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
<b>Time/Date:</b> 15:11:00 05/28/15			

---

---

**To Be Served:** Engler, Donald B. II

**Service Attempt****Attempted By****Served On****Svd?**

108 S Main Street, Payson

White, C

GCSO Clipboard

YES

**Time/Date:** 16:44:00 05/18/15

---

**To Be Served:** Ernst, Amber R.

**Service Attempt****Attempted By****Served On****Svd?**

7776 Toya Vista, Mesa del, Payson

Engler, D B

NO

**Time/Date:** 17:24:00 05/12/15

7776 Toya Vista, Mesa del, Payson

White, C

NO

**Time/Date:** 17:21:00 05/13/15

715 N BEELINE HWY; MAVERICK, Payson

White, C

Amber Rose Ernst

YES

**Time/Date:** 12:22:00 05/14/15

---

**To Be Served:** Ernst, Shane M.

**Service Attempt****Attempted By****Served On****Svd?**

7776 N TOYA VISTA RD, Payson

Engler, D B

Shane Michael Ernst

YES

**Time/Date:** 17:24:00 05/12/15

---

**To Be Served:** Franks, Laci D.

**Service Attempt****Attempted By****Served On****Svd?**

200 W FRONTIER ST; unit A, Payson

White, C

Laci Danielle Franks

YES

**Time/Date:** 10:15:00 05/26/15

---

**To Be Served:** Gallegos, Arthur J.

**Service Attempt****Attempted By****Served On****Svd?**

190 N. Cornerstone Way #42, Star Valley

White, C

NO

**Time/Date:** 17:08:00 05/20/15190 N CORNERSTONE WAY; PONDEROSA  
GLEN MHP; unit #54, Star Valley

White, C

NO

**Time/Date:** 17:10:00 05/20/153760 E AZ HIGHWAY 260; C BAR  
DIAMOND MHP; unit 17, Star Valley

White, C

NO

**Time/Date:** 17:18:00 05/20/15

---

190 N. Cornerstone Way #42, Star Valley	White, C		NO
<b>Time/Date:</b> 17:20:00 05/20/15			
190 N CORNERSTONE WAY; PONDEROSA GLEN MHP; unit 54, Star Valley	White, C		NO
<b>Time/Date:</b> 09:55:00 05/21/15			
3760 E AZ HIGHWAY 260; C BAR DIAMOND MHP; unit 17, Star Valley	White, C		NO
<b>Time/Date:</b> 10:02:00 05/21/15			
190 N. Cornerstone Way #42, Star Valley	McClure, J		NO
<b>Time/Date:</b> 11:40:00 05/22/15			

---

**To Be Served:** Gibbs, Deanna S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
182 Hilltop, Young	David Hornung		NO
<b>Time/Date:</b> 14:19:00 05/19/15			
182 Hilltop, Young	Clark, M A		NO
<b>Time/Date:</b> 11:20:00 05/20/15			
182 Hilltop, Young	Clark, M A		NO
<b>Time/Date:</b> 18:45:00 05/21/15			

---

**To Be Served:** Gonzales, Nicole M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
331W. Roundup Rd., Payson	White, C	Posted	YES
<b>Time/Date:</b> 10:03:00 05/19/15			

---

**To Be Served:** Harley-Lidster, Kayla M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
9604 W JUNIPER RD, Strawberry	White, C		NO
<b>Time/Date:</b> 15:28:00 05/20/15			
9604 W JUNIPER RD, Strawberry	White, C		NO
<b>Time/Date:</b> 15:30:00 05/20/15			
9604 W JUNIPER RD, Strawberry	White, C		NO
<b>Time/Date:</b> 15:45:00 05/20/15			

204 W CHATEAU CIR, Payson	White, C	Kayla Marie Harley-Lidster	YES
<b>Time/Date:</b> 16:00:00 05/20/15			
<b>To Be Served:</b> 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
<b>Time/Date:</b> 10:48:00 05/05/15			
<b>To Be Served:</b> Heape, Justin W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
515 N Deer Creek Dr, Payson	White, C		NO
<b>Time/Date:</b> 11:55:00 05/21/15			
104 W GLADE LN, Payson	White, C	Justin Heape	YES
<b>Time/Date:</b> 12:15:00 05/21/15			
<b>To Be Served:</b> Hilgendorf, Jaimee K.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2502 W Bulla, Payson	White, C		YES
<b>Time/Date:</b> 15:19:00 05/15/15			
<b>To Be Served:</b> 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
<b>Time/Date:</b> 10:48:00 05/05/15			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 10:34:00 05/21/15			
<b>To Be Served:</b> Holyoak, Joanna E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3522 N Houston Mesa, Payson	White, C		NO
<b>Time/Date:</b> 10:20:00 05/21/15			
3522 N Houston Mesa, Payson	White, C		NO
<b>Time/Date:</b> 17:15:00 05/21/15			

3522 N Houston Mesa, Payson	White, C	NO
<b>Time/Date:</b> 17:25:00 05/21/15		
1000 N BEELINE HWY, Payson	White, C	NO
<b>Time/Date:</b> 17:30:00 05/21/15		
3522 N Houston Mesa, Payson	White, C	NO
<b>Time/Date:</b> 17:40:00 05/21/15		
3522 N Houston Mesa, Payson	McClure, J	NO
<b>Time/Date:</b> 13:00:00 05/22/15		
3522 N Houston Mesa, Payson	White, C	NO
<b>Time/Date:</b> 08:45:00 05/26/15		

To Be Served: Hopson, Larry D. SR

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 W Elm St, Payson	White, C	Larry Hopson	YES
<b>Time/Date:</b> 11:04:00 05/07/15			

To Be Served: Isabell, Dana L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 E PINNACLE CIR, Payson	White, C		NO
<b>Time/Date:</b> 14:45:00 05/07/15			
201 E PINNACLE CIR, Payson	White, C		NO
<b>Time/Date:</b> 14:49:00 05/07/15			
300 W MAIN ST, Payson	White, C	Dana Isabell	YES
<b>Time/Date:</b> 10:36:00 05/08/15			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 14:45:00 05/07/15			
[REDACTED]	White, C		NO
<b>Time/Date:</b> 14:49:00 05/07/15			
[REDACTED]	White, C	Dana Isabell	YES
<b>Time/Date:</b> 10:36:00 05/08/15			

---

**To Be Served:** Isabelle, Nicholas P.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N AZ HIGHWAY 87; Unit 73, Payson	Havey, M T	Posted	YES
<b>Time/Date:</b> 13:55:00 05/12/15			

---

**To Be Served:** Johnson, Aricka A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
600 E. Wade Lane, Payson	White, C		NO
<b>Time/Date:</b> 11:52:00 05/21/15			
108 W MAIN ST, Payson	Newman, W D	Arika Johnson	YES
<b>Time/Date:</b> 08:05:00 05/22/15			

---

**To Be Served:** Keeney, Scott D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
508 S COLCORD RD, Payson	White, C	Scott Daniel Keeney	YES
<b>Time/Date:</b> 16:38:00 05/28/15			

---

**To Be Served:** Keith, William E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3933 E AZ HIGHWAY 260; unit 20, Star Valley	Engler, D B		NO
<b>Time/Date:</b> 18:39:00 05/26/15			
3933 E AZ HIGHWAY 260; unit 20, Star Valley	Engler, D B		NO
<b>Time/Date:</b> 18:39:00 05/26/15			
3933 E AZ HIGHWAY 260; unit 20, Star Valley	White, C		NO
<b>Time/Date:</b> 13:57:00 05/27/15			
3933 E AZ HIGHWAY 260; unit 20, Star Valley	White, C		NO
<b>Time/Date:</b> 13:57:00 05/27/15			
3933 E AZ HIGHWAY 260; unit 20, Star Valley	White, C	William Edward Keith	YES
<b>Time/Date:</b> 15:48:00 05/28/15			
3933 E AZ HIGHWAY 260; unit 20, Star Valley	White, C	William Edward Keith	YES
<b>Time/Date:</b> 15:48:00 05/28/15			

---

---

**To Be Served:** Keller, Amber N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
220 W CORRAL DR, Payson	White, C		NO
<b>Time/Date:</b> 10:25:00 05/29/15			
220 W CORRAL DR, Payson	White, C		NO
<b>Time/Date:</b> 11:03:00 05/29/15			

---

**To Be Served:** Kerszykowski, Leonard G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St -Work, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 16:16:00 05/20/15			

---

**To Be Served:** Korth, Alyssa E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
403 W FRONTIER ST, Payson	White, C	Alyssa Elaine Korth	YES
<b>Time/Date:</b> 12:21:00 05/20/15			

---

**To Be Served:** KRIM FM

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
438 S BEELINE HWY, Payson	White, C	Christopher Higgins	YES
<b>Time/Date:</b> 11:15:00 05/21/15			

---

**To Be Served:** Krombeen, Nathan

<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
<b>Time/Date:</b> 15:46:00 05/04/15			
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 10:39:00 05/21/15			

---

**To Be Served:** Larson, Mark S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
101 N Pinecrest Road, Payson	White, C	Mark Steven Larson	YES
<b>Time/Date:</b> 10:48:00 05/26/15			

---

**To Be Served:** Lee, Jacob

<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
<b>Time/Date:</b> 10:48:00 05/05/15			

---

**To Be Served:** Licavoli, Peter V.

<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
<b>Time/Date:</b> 15:46:00 05/04/15			

---

**To Be Served:** Manley, Douglas V.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4638 N Bear Flat Rd, Payson	Dirks, B C	Douglas Manley	YES
<b>Time/Date:</b> 09:51:00 05/24/15			

---

**To Be Served:** Marchesseault, Andrew

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
TAR #31, Payson	White, C	TAR Clipboard	YES
<b>Time/Date:</b> 11:34:00 05/21/15			

---

**To Be Served:** McKinnon, Steven (Steve) M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1011 S Cedarcrest Cir, Payson	White, C		NO
<b>Time/Date:</b> 15:07:00 05/07/15			
1011 S Cedarcrest Cir, Payson	White, C		NO
<b>Time/Date:</b> 15:08:00 05/07/15			
1011 S Cedarcrest Cir, Payson	White, C		NO
<b>Time/Date:</b> 15:11:00 05/07/15			
1011 S Cedarcrest Cir, Payson	White, C		NO
<b>Time/Date:</b> 15:30:00 05/07/15			
1011 S Cedarcrest Cir, Payson	White, C	Steven M McKinnon	YES
<b>Time/Date:</b> 16:29:00 05/07/15			

---

**To Be Served:** McRae, Tyler C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 E CHATEAU CIR, Payson	Engler, D B		NO
<b>Time/Date:</b> 18:00:00 05/26/15			
200 E CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 11:46:00 05/27/15			
202 E CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 11:50:00 05/27/15			
204 E CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 11:52:00 05/27/15			
202 E CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 16:29:00 05/28/15			
202 E CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 19:42:00 05/28/15			
202 E CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 10:00:00 05/29/15			
202 E CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 10:30:00 05/29/15			
202 W CHATEAU CIR, Payson	White, C		NO
<b>Time/Date:</b> 10:57:00 05/29/15			
108 W MAIN ST, Payson	White, C	Tyler McRea	YES
<b>Time/Date:</b> 13:58:00 05/29/15			

---

**To Be Served:** Mendez, Raymond M. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2000 N BEELINE HWY; HOME DEPOT, Payson	White, C	Raymond M Mendez Jr	YES
<b>Time/Date:</b> 11:17:00 05/27/15			

---

**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:** 10:48:00 05/05/15

---

**To Be Served:** Miller, Sylvia R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1002 W. Saddle Ln., Payson	White, C	Sylvia Miller	YES

**Time/Date:** 16:28:00 05/04/15

---

**To Be Served:** Moppin, Mark A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
908 S Coronado Way, Payson	White, C		NO

**Time/Date:** 14:45:00 05/11/15

908 S Coronado Way, Payson	White, C		NO
----------------------------	----------	--	----

**Time/Date:** 10:15:00 05/14/15

908 S Coronado Way, Payson	White, C		NO
----------------------------	----------	--	----

**Time/Date:** 10:30:00 05/18/15

270 S OLD HIGHWAY 188, Tonto Basin	White, C	Mark Allen Moppin	YES
------------------------------------	----------	-------------------	-----

**Time/Date:** 15:56:00 05/18/15

---

**To Be Served:** Mullins, Nathaniel

<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:** 15:40:00 05/04/15

---

**To Be Served:** Nudson, Thor

<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:** 14:23:00 05/11/15

---

**To Be Served:** O'Donnell, Glenda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
914 E LONE PINE CIR, Payson	White, C	Glenda O'Donnell	YES

**Time/Date:** 11:15:00 05/07/15

---

**To Be Served:** Oberoiesen, Elizabeth

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 S ASH ST; unit 5, Payson	White, C	Elizabeth Oberoiesen	YES
<b>Time/Date:</b> 16:15:00 05/06/15			

**To Be Served:** Ochoa, Bertha

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
190 N CORNERSTONE WAY; PONDEROSA GLEN MHP; unit 54, Star Valley	White, C		NO

**Time/Date:** 09:55:00 05/20/15

190 N CORNERSTONE WAY; PONDEROSA GLEN MHP; unit 42, Star Valley	White, C		NO
---	----------	--	----

**Time/Date:** 17:08:00 05/20/15

190 N CORNERSTONE WAY; PONDEROSA GLEN MHP; unit 54, Star Valley	White, C		NO
---	----------	--	----

**Time/Date:** 17:10:00 05/20/15

SV trailer pk # 17/3760 Ewy 260, Star Valley	White, C		NO
--	----------	--	----

**Time/Date:** 17:18:00 05/20/15

SV trailer pk # 17/3760 Ewy 260, Star Valley	White, C		NO
--	----------	--	----

**Time/Date:** 17:20:00 05/20/15

SV trailer pk # 17/3760 Ewy 260, Star Valley	White, C		NO
--	----------	--	----

**Time/Date:** 10:02:00 05/21/15

SV trailer pk # 17/3760 Ewy 260, Star Valley	McClure, J		NO
--	------------	--	----

**Time/Date:** 11:40:00 05/22/15

SV trailer pk # 17/3760 Ewy 260, Star Valley	White, C		NO
--	----------	--	----

**Time/Date:** 11:00:00 05/26/15

**To Be Served:** Olsen, Jared

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
328 W ROUNDUP RD, Payson	White, C		NO

**Time/Date:** 12:01:00 05/07/15

328 W ROUNDUP RD, Payson	White, C	Jared Olsen	YES
--------------------------	----------	-------------	-----

**Time/Date:** 14:40:00 05/07/15

**To Be Served:** XXXXXXXXXX

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 12:01:00 05/07/15			
[REDACTED]	White, C	Jared Olsen	YES
<b>Time/Date:</b> 14:40:00 05/07/15			
<b>To Be Served:</b> Palomo, Anthony C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
705 N HOGAN DR, Payson	Dirks, B C		NO
<b>Time/Date:</b> 09:43:00 05/02/15			
705 N HOGAN DR, Payson	White, C		NO
<b>Time/Date:</b> 10:00:00 05/04/15			
705 N HOGAN DR, Payson	White, C		NO
<b>Time/Date:</b> 15:24:00 05/07/15			
705 N HOGAN DR, Payson	White, C		NO
<b>Time/Date:</b> 15:40:00 05/07/15			
705 N HOGAN DR, Payson	White, C		NO
<b>Time/Date:</b> 11:54:00 05/21/15			
<b>To Be Served:</b> Papineau, Leroy P. Jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 S MARIPOSA ST, Payson	White, C		NO
<b>Time/Date:</b> 11:36:00 05/27/15			
500 S MARIPOSA ST, Payson	White, C		NO
<b>Time/Date:</b> 15:35:00 05/27/15			
108 W MAIN ST, Payson	Baltz, K A	Leroy Papineau	YES
<b>Time/Date:</b> 09:00:00 05/28/15			
<b>To Be Served:</b> Parker, Edwin W.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
9797 Fossil Creek Rd, Strawberry	White, C		NO
<b>Time/Date:</b> 11:32:00 05/05/15			
9797 Fossil Creek Rd, Strawberry	White, C	Edwin Wade Parker	YES

---

**Time/Date:** 14:54:00 05/08/15

---

**To Be Served:** Parks, James P.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8278 Parkinson Drive/HC1 Box 433, Strawberry White, C			NO

**Time/Date:** 16:30:00 05/21/15

8278 Parkinson Drive/HC1 Box 433, Strawberry White, C			NO
---	--	--	----

**Time/Date:** 16:45:00 05/21/15

8278 Parkinson Drive/HC1 Box 433, Strawberry White, C			NO
---	--	--	----

**Time/Date:** 17:00:00 05/21/15

108 W MAIN ST, Payson	McClure, J	James Patrick Parks	YES
-----------------------	------------	---------------------	-----

**Time/Date:** 09:25:00 05/22/15

---

**To Be Served:** Payson Magistrate Court

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	White, C	Tina DeSchaaf	YES

**Time/Date:** 10:45:00 05/07/15

---

**To Be Served:** Quist, Bill

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
165 W COFFEY PL, Payson	McClure, J		NO

**Time/Date:** 09:51:00 05/01/15

165 W COFFEY PL, Payson	Dirks, B C		NO
-------------------------	------------	--	----

**Time/Date:** 09:41:00 05/02/15

165 W COFFEY PL, Payson	White, C		NO
-------------------------	----------	--	----

**Time/Date:** 09:30:00 05/04/15

---

**To Be Served:** REAVES, ROBERT D. JR

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
600 W MAIN ST; unit A, Payson	White, C	Robert Dino Reaves	YES

**Time/Date:** 12:17:00 05/18/15

---

**To Be Served:** Reynolds, Stephen C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
105 E Main St #124, Payson	White, C		NO
<b>Time/Date:</b> 10:59:00 05/19/15			
105 E Main St #124, Payson	White, C		NO
<b>Time/Date:</b> 11:02:00 05/19/15			
1283 W Parkland Blvd, Chandler	White, C		NO
<b>Time/Date:</b> 16:33:00 05/20/15			
<b>To Be Served:</b> Richardson, Christopher E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
606 E Lorene ST, Payson	White, C	James L Richardson	YES
<b>Time/Date:</b> 16:13:00 05/04/15			
<b>To Be Served:</b> Rotech Health Care			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
306 W AERO DR, Payson	White, C	Steve Zachary	YES
<b>Time/Date:</b> 11:11:00 05/29/15			
<b>To Be Served:</b> Savage, Elaine			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 10:33:00 05/07/15			
1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 15:30:00 05/07/15			
1804 W BONITA ST, Payson	White, C	Elaine Savage	YES
<b>Time/Date:</b> 11:13:00 05/08/15			
<b>To Be Served:</b> Schossler, Mary			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
30 Tonto Apache Reservation, Payson	White, C	Chief Schossler	YES
<b>Time/Date:</b> 11:34:00 05/21/15			
<b>To Be Served:</b> Skinner, Valarie K.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
211 S CANPAR WAY, Payson	White, C		NO
<b>Time/Date:</b> 10:05:00 05/04/15			
211 S CANPAR WAY, Payson	White, C		NO
<b>Time/Date:</b> 10:10:00 05/04/15			
607 W ST MORITZ DR, Payson	White, C	Valarie Skinner	YES
<b>Time/Date:</b> 10:45:00 05/04/15			
<b>To Be Served:</b> Smith, Angela D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E Frontier St, Apt 49, Payson	Cross, J	Posted	YES
<b>Time/Date:</b> 18:35:00 05/27/15			
<b>To Be Served:</b> Snidecor, Deborah			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	Deborah Snidecor	YES
<b>Time/Date:</b> 14:39:00 05/29/15			
<b>To Be Served:</b> Snyder, Paul			
<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
<b>Time/Date:</b> 15:40:00 05/04/15			
<b>To Be Served:</b> Taddei, Lorri A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N BEELINE HWY; UNIT 73, Payson	Havey, M T	Posted	YES
<b>Time/Date:</b> 13:55:00 05/12/15			
<b>To Be Served:</b> Terborg, Joseph E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N BEELINE HWY, Payson	White, C		NO
<b>Time/Date:</b> 14:32:00 05/13/15			
1304 N BEELINE HWY, Payson	White, C		NO

**Time/Date:** 15:10:00 05/13/15  
 1304 N BEELINE HWY, Payson White, C NO

**Time/Date:** 16:30:00 05/13/15  
 1303 N BEELINE HWY, Payson White, C NO

**Time/Date:** 10:29:00 05/21/15  
 1303 N BEELINE HWY, Payson White, C NO

**Time/Date:** 15:04:00 05/21/15  
 1303 N BEELINE HWY, Payson White, C Joseph E Terborg YES

**Time/Date:** 09:49:00 05/26/15

**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		NO
<b>Time/Date:</b> 09:30:00 05/26/15			
121 E Aero Street, Payson	White, C	Ashley L VanBuskirk	YES
<b>Time/Date:</b> 11:14:00 05/26/15			

**To Be Served:** Vargas, Deidre L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7786 N TOYA VISTA RD, Payson	Havey, M T	Deidre Leigh-Ann Vargas	YES
<b>Time/Date:</b> 11:31:00 05/12/15			

**To Be Served:** Wadington, Forrest L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
515 N COLCORD RD, Payson	White, C		NO
<b>Time/Date:</b> 16:31:00 05/18/15			
13092 Olmstead Place, Denver	White, C		NO
<b>Time/Date:</b> 16:40:00 05/18/15			

**To Be Served:** Warren, Donald L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3725 N Ellison Drive, Pine	David Hornung	Posted	YES
<b>Time/Date:</b> 13:00:00 05/05/15			

---

**To Be Served:** White, Wesley I.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
400 N ARIZONA CIR, Payson	White, C		NO
<b>Time/Date:</b> 10:17:00 05/19/15			
1005 W Saddle Lane, Payson	White, C		NO
<b>Time/Date:</b> 10:28:00 05/19/15			
1005 W Saddle Lane, Payson	White, C		NO
<b>Time/Date:</b> 10:30:00 05/19/15			
1005 W Saddle Lane, Payson	White, C	Wesley White	YES
<b>Time/Date:</b> 15:33:00 05/21/15			

---

**To Be Served:** Wiggins, Donald N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
401 E STHY 260; SAFEWAY, Payson	White, C		NO
<b>Time/Date:</b> 16:50:00 05/15/15			
Cy's RV Park #14, 141 Haught Rd, Star Valley	White, C		NO
<b>Time/Date:</b> 16:57:00 05/15/15			
Cy's RV Park #14, 141 Haught Rd, Star Valley	White, C	Donald Neal Wiggins	YES
<b>Time/Date:</b> 17:08:00 05/15/15			
Cy's RV Park #14, 141 Haught Rd, Star Valley	White, C	Donald Neal Wiggins	YES
<b>Time/Date:</b> 12:21:00 05/29/15			

---

**To Be Served:** Williams, James E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1805 W FAIRWAY LN, Payson	Todd, Travis		NO
<b>Time/Date:</b> 18:25:00 05/22/15			
1805 W FAIRWAY LN, Payson	Todd, Travis		NO
<b>Time/Date:</b> 18:25:00 05/22/15			
1805 W FAIRWAY LN, Payson	Dirks, B C	James Edward Williams	YES
<b>Time/Date:</b> 13:33:00 05/23/15			
1805 W FAIRWAY LN, Payson	Dirks, B C	James Williams	YES
<b>Time/Date:</b> 13:33:00 05/23/15			

---

---

<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	[REDACTED]	YES
<b>Time/Date:</b> 15:19:00 05/15/15			

---

**Report Includes:**

All dates between `00:00:00 05/01/15` and `23:59:59 05/31/15`, 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 2015**

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12
5/4	111		
5/5	54		
5/6	35		
5/7	52		
5/8	75		
5/11	42		
5/12	40		
5/13	177		
5/14	41		
5/15	50		
5/18	89		
5/19	25		
5/20	88		
5/21	102		
5/26	35		
5/27	38		
5/28	32		
5/29	85		
<b>DAYS</b>	<b>1171</b>		<b>0</b>

**Total Miles Driven By  
The Constable's Office**

**1171**

**May**

**2015**

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 6/3/15

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics Standards + Training Board writ fees collected

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected May 2015 1 @ 5 <sup>00</sup> ck # 2393	5 00
		5 00

Authorized Signature 

Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER 98414

**PAYSON CONSTABLE**  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2393  
91-527/1221 6128  
0703680454

DATE 6/3/15

PAY TO THE ORDER OF Gila County Treasurer \$ 5<sup>00</sup>  
five + no 100's DOLLARS

FOR writ fees - may

 230

MP

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

Security Printing Features on Back

⑈0000002393⑈ ⑆122105278⑆ 0703680454⑈





**ARF-3210**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

Department: Justice Court-Globe Regional

---

Information

Request/Subject

Globe Regional Justice of the Peace's Monthly Report for May 2015.

Background Information

N/A

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Acknowledgment of the May 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

---

Attachments

Monthly Report for May 2015

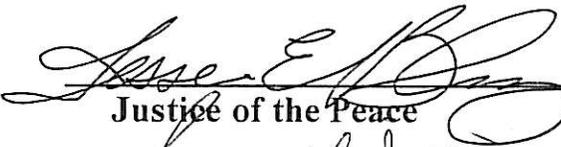
---

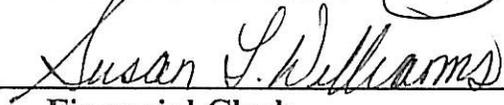
# GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: May, 2015

## BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$7,937.45
RECEIVED DURING THE MONTH	\$7,941.43
DISBURSED DURING THE MONTH	\$4,051.11
BALANCE AT THE END OF THE MONTH	\$11,827.77

  
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, 2015	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	\$ 134.67	\$ 6.74	\$ 127.93
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 698.70	\$ 34.94	\$ 663.76
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 10.00	\$ 0.50	\$ 9.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,752.53	\$ 9.50	\$ 2,743.03
FARE Delinquency Fee \$85.00	ZFAR2		STATE	\$ 2,277.89	\$ -	\$ 2,277.89
Game and Fish - Wildlife	ZGF		STATE	\$ 10.92	\$ 0.55	\$ 10.37
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,234.31	\$ 61.72	\$ 1,172.59
HURF 1 28-5438, 2593C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 128.00	\$ 6.40	\$ 121.60
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPOE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 3,200.11	\$ 160.01	\$ 3,040.10
Alternative Dispute Resolution	ZADR		T848-2061	\$ 35.13	\$ 1.76	\$ 33.37
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 9.51	\$ 0.48	\$ 9.03
Confidential Address Assessment - Local	ZCAA2			\$ 0.49	\$ 0.03	\$ 0.46
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,752.45	\$ 0.46	\$ 1,751.99
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 8,402.27	\$ 420.12	\$ 7,982.15
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,260.00	\$ 63.00	\$ 1,197.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 942.79	\$ 47.14	\$ 895.65
DUI Abatement	ZDUIA		T889-2061	\$ 271.01	\$ 13.56	\$ 257.45
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 263.08	\$ 13.16	\$ 249.92
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 143.08	\$ 7.16	\$ 135.92
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 777.96	\$ 38.90	\$ 739.06
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 16,677.72	\$ 833.89	\$ 15,843.83
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,225.15	\$ 61.26	\$ 1,163.89
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,043.90	\$ 52.20	\$ 991.70
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 648.52	\$ -	\$ 648.52
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 117.03	\$ -	\$ 117.03
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,204.16	\$ -	\$ 1,204.16
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 267.81	\$ -	\$ 267.81
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,719.22	\$ -	\$ 1,719.22
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 108.41	\$ -	\$ 108.41
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 448.50	\$ -	\$ 448.50
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 299.00	\$ -	\$ 299.00
County Attorney/Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 370.71	\$ 18.54	\$ 352.17
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 257.99	\$ 12.90	\$ 245.09
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,324.32	\$ 116.22	\$ 2,208.10
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,418.58	\$ 70.93	\$ 1,347.65
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 177.29	\$ 8.87	\$ 168.42
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 71.80	\$ 3.59	\$ 68.21
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 52.79	\$ 2.64	\$ 50.15
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 550.35	\$ 27.52	\$ 522.83
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 16.00	\$ 0.80	\$ 15.20
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14		0953-2061	\$ 4.53	\$ 0.23	\$ 4.30
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 9.42	\$ 0.48	\$ 8.94
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	\$ 4.00	\$ 0.20	\$ 3.80
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ 0.54	\$ 0.03	\$ 0.51
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 11.73	\$ 0.59	\$ 11.14
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 638.02	\$ 31.91	\$ 606.11
Prison Construction Fund	ZPCOF		T908-2061	\$ 4,723.64	\$ 236.19	\$ 4,487.45
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 130.61	\$ 6.53	\$ 124.08
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 3,757.64	\$ 187.88	\$ 3,569.76
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 58.51	\$ 2.93	\$ 55.58
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 236.89	\$ 55.58	\$ 181.31
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,996.48	\$ -	\$ 2,996.48
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,997.64	\$ -	\$ 1,997.64

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

MAY, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 49.83	\$ 2.50	\$ 47.33
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victims Rights Enforcement Fund	ZVREA			\$ 276.60	\$ 13.83	\$ 262.77
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ 16.48	\$ 0.83	\$ 15.65
<b>TOTALS</b>				<b>\$ 68,216.71</b>	<b>\$ 2,635.20</b>	<b>\$ 65,581.51</b>

<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>	<b>\$ 65,581.51</b>
<b>TOTAL RESTITUTION RECEIVED</b>	<b>\$ 1,045.20</b>
<b>TOTAL RECEIPTS THIS MONTH</b>	<b>\$ 69,261.91</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
6/1/2015	8811	\$ 10,166.77	ARIZONA STATE TREASURER
6/1/2015	8812	\$ 58,034.29	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
6/1/2015	8813	\$ 15.65	CITY POLICE SUSPENDED PLATES
		<b>\$ 68,216.71</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

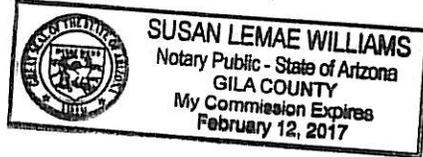
I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of MAY, 2015.

*Jesse E. Bolinger*  
 Justice of the Peace

Subscribed and Sworn to before me this 2nd day of June, 2015.

*Susan Lemae Williams*  
 Notary Public

My Commission Expires: February 12, 2017



**ARF-3218**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 06/23/2015

**Reporting Period:** Clerk of the Superior Court's Office Monthly Report for May 2015

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Vicki Aguilar, Chief Deputy Clerk of the Superior Court,  
Clerk of the Superior Court

---

**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for May 2015

**Suggested Motion**

Acknowledgment of the May 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

---

**Attachments**

Clerk of Court May 2015

---

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

-----

**CLERK'S REPORT**

**FOR**

**MAY 2015**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in black ink, reading "Anita Escobedo". The signature is written in a cursive style with a large initial "A".

---

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**Of Gila County, Arizona**

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 6/9/2015 8:12:06 AM

Criteria : From Date : 5/1/2015 To Date :5/31/2015

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name :</b>									
		5555	HOLD ACCOUNT	\$37583.14		(\$36527.90)		\$1055.24	\$0.00
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$12414.20			(\$1000.00)	\$11414.20	\$0.00
<b>Agency Name : D.A.R.E. PROGRAM</b>									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$30.00				\$30.00	\$0.00
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2238.91				\$2238.91	\$111.95
<b>Agency Name : GILA COUNTY TREASURER</b>									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$5.77		\$4.00		\$9.77	\$0.49
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$46.15		\$32.00		\$78.15	\$3.91
		ZVAPB	30% INTERSTATE COMPACT	\$6.00				\$6.00	\$0.30
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$282.00		\$75.00		\$357.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$50.84				\$50.84	\$2.54
		ZATT	ATTORNEY FEE REIMBURSEMENT			\$117.31		\$117.31	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$317.94				\$317.94	\$15.90

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$4608.18				\$4608.18	\$230.41
		ZFINE	BASE FINES	\$3559.55		\$3176.62		\$6736.17	\$336.81
		ZFORF	BOND FORFEITURES				\$1000.00	\$1000.00	\$50.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$677.45				\$677.45	\$33.87
		ZCEF	CLEAN ELECTIONS FUND	\$356.31		\$227.98		\$584.29	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$47.50				\$47.50	\$2.38
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$2.50				\$2.50	\$0.13
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$37.58				\$37.58	\$1.88
		ZJDET	COUNTY JUV DETENTION	\$60.72		\$2315.71		\$2376.43	\$118.82
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2237.53				\$2237.53	\$111.88
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1674.73		\$1693.84		\$3368.57	\$168.43
		ZDNAS	DNA STATE SURCHARGE	\$206.28		\$106.97		\$313.25	\$15.66
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$923.77				\$923.77	\$46.19
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$282.00				\$282.00	\$14.10

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	\$122.83				\$122.83	\$6.14
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1296.52				\$1296.52	\$64.83
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$231.95		\$979.12		\$1211.07	\$60.55
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$191.35				\$191.35	\$9.57
		ZDCRT	DRUG COURT FEE FUND	\$290.00				\$290.00	\$14.50
		ZDUIA	DUI ABATEMENT FUND	\$54.50		\$250.00		\$304.50	\$15.23
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$423.76				\$423.76	\$21.19
		ZWITN	EXPERT WITNESS FUND	\$840.00				\$840.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$231.54		\$147.91		\$379.45	\$18.97
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$45.96		\$498.99		\$544.95	\$27.25
		ZEXT	EXTRADITION REIMBURSEMENT	\$30.00				\$30.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$35.00				\$35.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$281.33				\$281.33	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$239.38		\$159.57		\$398.95	\$19.95
		ZCC	GEN JURIS CONCILIATION COURT	\$1128.34				\$1128.34	\$56.42

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4526.57		\$1751.59		\$6278.16	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$754.42		\$291.93		\$1046.35	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2263.29		\$875.83		\$3139.12	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1099.17				\$1099.17	\$54.96
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2496.86				\$2496.86	\$124.84
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$153.65		\$80.50		\$234.15	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$285.34		\$149.50		\$434.84	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$6.00		\$127.00		\$133.00	\$6.65
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$74.00		\$720.72		\$794.72	\$39.74
		ZJS	JUVENILE PROBATION SERV FEES	\$54.04		\$2597.64		\$2651.68	\$132.58
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$463.23		\$441.81		\$905.04	\$45.25
		ZMISC	MISCELLANEOUS FEES	\$88.53				\$88.53	\$4.43
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$12.00		\$12.00		\$24.00	\$1.20
		ZOS5	OFFCR SAFETY EQUIP -DPS	\$4.00				\$4.00	\$0.20

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$7.08		\$4.00		\$11.08	\$0.55
		ZPP	PASSPORT APPLICATION FEES	\$1950.00				\$1950.00	\$97.50
		ZPCOF	PRISON CONSTRUCTION AND	\$1273.03		\$1626.01		\$2899.04	\$144.95
		ZPRS6	PROB SURCH 2006	\$10.38				\$10.38	\$0.52
		ZPBA	PROBATION FEE ADULT	\$13041.37		\$9762.89		\$22804.26	\$1140.21
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$16.49		\$5.00		\$21.49	\$1.07
		ZPUBZ	PUBLIC DEFENDER FEES	\$40.00		\$124.33		\$164.33	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$1985.50		\$1500.00		\$3485.50	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$86.79				\$86.79	\$4.34
		ZSTAT	STATE TREASURER - GENERAL FUND	\$37.86		\$41.00		\$78.86	\$3.94
		ZTECH	TECHNICAL REGISTRATION FUND	\$30.00		\$30.00		\$60.00	\$3.00
		ZVAF	VICTIMS ASSISTANCE FUND	\$14.00				\$14.00	\$0.70
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$9.68		\$185.00		\$194.68	\$9.73
		ZPRS9	ZPRS9	\$215.00		\$80.00		\$295.00	\$14.75
<b>Agency Name : JUVENILE FAMILY COUNSELING FEE</b>									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			\$25.00		\$25.00	\$1.25

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

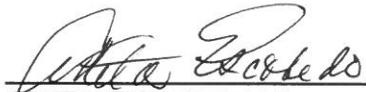
GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name : MISCELLANEOUS - TRUST</b>									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$22.00				\$22.00	\$0.00
<b>Agency Name : OVERPAYMENT FUND</b>									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$149.00				\$149.00	\$0.00
<b>Agency Name : RESTITUTION</b>									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$9407.37		\$6311.13		\$15718.50	\$0.00
<b>Total:</b>				<b>\$113668.16</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$113668.16</b>	<b>\$3412.61</b>
								<b>Less Shaded Areas:</b>	<b>-29,597.61</b>
									<u>\$84,070.55</u>
								<b>Less Hold Receipts:</b>	<b>- 1,055.24</b>
									<u>\$83,015.31</u>
								<b>Less FARE:</b>	<b>- 316.33</b>
									<u><u>\$82,698.98</u></u>

STATE OF ARIZONA     )  
                                  )  ss:  
County of Gila         )

ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of MAY, 2015.

  
\_\_\_\_\_  
ANITA ESCOBEDO  
Clerk of the Superior Court  
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 9TH<sup>TH</sup> day of JUNE 2015.

  
\_\_\_\_\_  
Vicki S. Aguilar  
Chief Deputy

**ARF-3216**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 06/23/2015

**Reporting Period:** June 9, 2015

**Submitted For:** Marian Sheppard, Clerk of the Board

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

---

**Information**

**Subject**

June 9, 2015, Board of Supervisors' Meeting Minutes

**Suggested Motion**

Approval of the June 9, 2015, Board of Supervisors' meeting minutes.

---

**Attachments**

BOS 6-9-15 Meeting Minutes

---

**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: June 9, 2015

**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, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Jacque Griffin, Assistant County Manager/Librarian; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

**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. Debi Savage led the Pledge of Allegiance and Pastor Anthony Garrisi of the First Baptist Church (via ITV) delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2015-2016 fiscal year budget request to be considered for approval during Gila County's regular budget process.**

Jim Sprinkle, Ph.D., University of Arizona Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, thanked the Board for the opportunity to provide this presentation and to give an overview of some of the activities of Cooperative Extension. He provided a PowerPoint® presentation that contained results of the Cooperative Extension Stakeholder Survey and listed some of the goals of the Cooperative Extension Office as follows:

Goal 1: to educate and prepare people to manager and use natural resources in a way that helps the economies of local communities and the state;

Goal 2: to help individuals and families be physically, mentally, emotionally, and financially healthy;

Goal 3: to help develop leadership, workplace and life skills for youth and adults;

Goal 4: to enhance the growth and development of Arizona children and youth so that young people will contribute positively to the community; and

Goal 5: to promote safe, profitable, and sustainable plant and animal systems.

Dr. Sprinkle added that in connection with one of the priorities identified by the Cooperative Extension Stakeholder Survey, forest restoration, he provided information regarding an upcoming forest health public seminar titled "Central Arizona Forest: What are the Issues? What are the Solutions?" to be held on Wednesday, June 10, 2015, in Payson.

Vice-Chairman Martin inquired as to the desired expectations of the new (Forest Health Coordinator) position. Dr. Sprinkle read aloud a summary of the expectations of the Forest Health Coordinator position.

Supervisor Marcanti commented that he is pleased with the work being done in San Carlos and Dripping Springs at the Life Center. The Board held a brief supportive discussion with Dr. Sprinkle and thanked him for the presentation.

**B. Public recognition of four employees for June's "Spotlight on Employees" Program, as follows: Gary Eggert, David Hornung, Jeff McClure and Travis Todd.**

Erica Raymond, Human Resources Assistant Senior, read aloud a letter submitted by a citizen of Gila County nominating the following Sheriff's Office employees for their actions during a response to a 911 call for emergency help, as follows: David Hornung, Jeff McClure and Travis Todd, who all were present in Payson, and Gary Eggert who was unable to attend the meeting. Sheriff J. Adam Shepherd stated that he is proud and appreciative of the work being done by the Sheriff's Office employees. Supervisor Marcanti stated that he admires law enforcement officers' ability to make split second decisions and take action based on training and he thanked them for their efforts. Chairman Pastor stated that he has a son-in-law, who works as a law enforcement officer in Utah; therefore, he understands and appreciates all of the hard work that is being done for Gila County by local law enforcement officers.

**Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Resolution 15-06-01 to name four previously unnamed roads in Tonto Basin as N. Ocotillo Court, W. Ocotillo Lane, W. Raven Cliff Way and S. Canyon Ridge Drive.**

Steve Sanders, Interim Public Works Division Director, stated that no feedback was received with regard to providing alternate road names for the above listed roads after residents were afforded the opportunity to do so. He advised that the purpose of naming unnamed roads in the County is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 9-1-1 System. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution 15-06-01 to name four previously unnamed roads in Tonto Basin as N. Ocotillo Court, W. Ocotillo Lane, W. Raven Cliff Way and S. Canyon Ridge Drive. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

#### **Item 4 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to authorize the Treasurer's Office to correct ownership on Assessor's parcel numbers 206-16-007A, 206-16-007B, and 206-16-007C to be in the name of the Town of Miami; apply an exemption to abate the taxes, interest and fees on said parcels in order to be in compliance with Gila County Superior Court Judgment No. CV201200257; and authorize the Chairman's signature on each of the three related Certificate of Removal and Abatement of Tax forms.**

Debi Savage, Treasurer, stated that the Town of Miami won a judgment in the Gila County Superior Court of Arizona. There are three parcels named above that are under the ownership name of "Miami Trust Company." Judgment No. CV201200257 states that the ownership name for these three parcels is to be renamed as the "Town of Miami;" therefore, she recommends authorizing the ownership name change as well as the abatement of the delinquent taxes for the three aforementioned parcel numbers. The Board members concurred with the recommendation of Ms. Savage. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the Treasurer's Office to correct ownership on Assessor's parcel numbers 206-16-007A, 206-16-007B, and 206-16-007C to be in the name of the Town of Miami; applied an exemption to abate the taxes, interest and fees on said parcels in order to be in compliance with Gila County Superior Court Judgment No. CV201200257; and authorized the Chairman's signature on each of the three related Certificate of Removal and Abatement of Tax forms.

**B. Information/Discussion/Action to approve Professional Services Contracts to retain the services of attorneys for the period of July 1, 2015, through June 30, 2016; all of whom assist the Superior Court in Gila County as public defenders on an annual basis.**

Jeff Hessenius, Finance Division Director, stated that there are various Professional Services Contracts currently in place with attorneys that assist the Superior Court as public defenders, which are due to expire on June 30, 2015. This request is to authorize the contracts attached to this agenda item in order to retain the services of various attorneys for an additional year beginning July 1, 2015.

Vice-Chairman Martin inquired as to the total number of attorney contracts. Jonathan Bearup, Deputy Court Administrator, replied that in addition to these contracts, four more contracts will be presented to the Board for approval at a future meeting, which will bring the total number of attorney contracts to 15. Supervisor Marcanti inquired of Mr. Bearup as to the reason the contract price amounts vary from attorney to attorney. Mr. Bearup replied that the contract amount for each attorney is based on case load and the nature of the cases to be handled.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Professional Services Contracts to retain the services of attorneys for the period of July 1, 2015, through June 30, 2016; all of whom assist the Superior Court in Gila County as public defenders on an annual basis.

**C. Information/Discussion/Action to review the proposals received for Request for Proposals No. 032615 to provide food and laundry services at the Gila County Detention Center; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.**

Mr. Hessenius stated that this is long-standing contract for which a request for proposal was advertised in the Arizona Silver Belt newspaper on April 29, 2015, and May 6, 2015. A mandatory pre-bid walk-through was held on May 11, 2015, and two vendors were present; the current vendor for food and laundry services, and one other vendor. The bids were opened on May 18<sup>th</sup> and have been evaluated by County staff. The recommendation is for the Board to award this contract to Trinity Services Group, Inc.

Chairman Pastor inquired if employees of the current vendor (Aramark) would be required to apply and interview for positions if the contract is awarded to Trinity Services Group, Inc., and if County benefits are provided to those employees. Justin M. Solberg, Sheriff's Office Detention Commander, replied that it is his understanding that if the contract is awarded to Trinity Services Group, Inc., the employees would be evaluated based on their qualifications and experience. He added that the County does not provide benefits to Aramark employees. Chairman Pastor asked for the number of Aramark

employees who are working in the kitchen at the Detention Center. Mr. Solberg answered that there are currently six Aramark employees.

Chairman Pastor inquired as to the billing procedures with regard to monthly food and laundry statements. Mr. Hessenius responded that bills are received by the Finance Department, forwarded to the departments for review and approval, and then they are returned to Finance for processing.

Chairman Pastor inquired if the vendor or the County would be responsible for problem resolution. Mr. Solberg replied that Trinity Services Group, Inc. would handle problem resolution and that it would not be the responsibility of the County. Chairman Pastor asked for the term of the contract, and Mr. Hessenius replied that it is a one-year contract with the option to renew the contract for three one-year periods.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously awarded Request for Proposals No. 032615 to provide food and laundry services at the Gila County Detention Center to Trinity Services Group, Inc.; and authorized the Chairman's signature on the award contract for the winning bidder.

**D. Information/Discussion/Action to adopt Resolution No. 15-06-02 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA 08-132-I) between Gila County and the State of Arizona, Department of Transportation for the design of a bridge and approaches over Tonto Creek near Punkin Center.**

Mr. Sanders stated that the Arizona Department of Transportation (ADOT) initially requested \$10,000 for this project and has since requested the County's approval of an amendment which would add \$13,870 to the project for ADOT's Project Management and Design Review fee. The County would be responsible for the entire amount. The fee will be paid from the County's Half-Cent Transportation Excise Tax. ADOT has been billing the County monthly, and one bill in the amount of \$1,100 was paid; however, additional bills may not be paid legally without Board approval of this amendment via the resolution as stated above. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 15-06-02 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA 08-132-I) between Gila County and the State of Arizona, Department of Transportation for the design of a bridge and approaches over Tonto Creek near Punkin Center. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**E. Information/Discussion/Action to approve the use of Mohave Educational Services Cooperative, Inc. Contract No. 14G-PMAC2-0903 with Pueblo Mechanical & Controls, Inc. in the amount of \$84,922.92 for modifications to the Globe Courthouse 2nd floor HVAC units and duct work.**

Mr. Hessenius stated that a need has been identified by County administration to improve the air circulation on the 2<sup>nd</sup> floor of the Globe Courthouse. Pueblo Mechanical & Controls, Inc. has an existing contract with Mohave Educational Services Cooperative, Inc. (MESC), which is utilized by other various government municipalities throughout the state. Pueblo Mechanical & Controls, Inc. has provided an engineering study and proposal to the County for this project. The recommendation from Public Works staff is to utilize the existing contract MESC has with Pueblo Mechanical & Controls, Inc. in order to complete this project.

Supervisor Marcanti advised that the MESC contract is run by the state and MESC uses various contractors, such as Pueblo Mechanical & Controls, Inc. He feels that the contract MESC has with Pueblo Mechanical & Controls, Inc. should only be used when there is a need for a “rush” job; otherwise, he feels the quoted price is too high. He proceeded to review the scope of work for this project and advised that there wasn’t anything “special” about this project; therefore, he felt the price to complete the project should be lower. He recommended not approving the use of MESC’s contract with Pueblo Mechanical and Controls, Inc. at this time, and to proceed with re-bidding the project. Chairman Pastor commented that Supervisor Marcanti has the professional expertise to comment on this projected work because that is the nature of his business aside from being a Supervisor, so he agreed with him.

Chairman Pastor advised that the Board is not obligated to use this contract as presented and the bid could be rejected. He asked for confirmation of that statement from Bryan Chambers, Deputy County Attorney/Civil Bureau Chief, which was done. Mr. Sanders advised that the County has used Pueblo Mechanical and Controls, Inc. in the past and it was pleased with their work. Vice-Chairman Martin stated that if modifications were made to the 2<sup>nd</sup> floor at this time, she questioned if there would be a need to make further modifications to the HVAC units and duct work in the future because she has experienced that situation on similar projects. Mr. Sanders didn’t foresee any future modifications as long as there weren’t any future modifications to the floor plan of the 2<sup>nd</sup> floor.

In addition to Supervisor Marcanti recommending that the Board reject the contract that was presented, he made a motion at this time to direct Public Works and Finance to solicit other proposals for this project. The Board held a

brief discussion on the proposed motion and it was agreed that Vice-Chairman Martin would restate the motion to first reject the use of Mohave Educational Services Cooperative, Inc. Contract No. 14G-PMAC2-0903 with Pueblo Mechanical & Controls, Inc. in the amount of \$84,922.92 for modifications to the Globe Courthouse 2nd floor HVAC units and duct work. Supervisor Marcanti seconded the motion, which was unanimously approved. The Board agreed to make another motion regarding the subsequent directives to County staff. Supervisor Marcanti then made a motion to direct Public Works and Finance staff to proceed to solicit competitive proposals for this project, which was seconded by Vice-Chairman Martin. Before Chairman Pastor called for the vote on the motion, he stated that the personnel on the 2<sup>nd</sup> floor should immediately be informed that a contract was not awarded at this time for the 2<sup>nd</sup> floor modifications. County Manager Don McDaniel clarified that implied in the Board's directive to go out for bids on this project is to also obtain the services of a professional HVAC engineer. In doing so, he stated that a Professional Services Agreement would also have to be approved by the Board with the chosen engineer whereby the chosen engineer would ultimately design and develop a scope of work for the project. Vice-Chairman Martin requested that the Board's directive to staff include a directive to expedite the process, of which that language was added to the motion and agreed to by the Board. Chairman Pastor called for the vote on the motion at this time, which passed unanimously.

**F. Information/Discussion/Action to approve an Intergovernmental Agreement (IGA) between Apache County, Gila County and Navajo County Northeastern Arizona Innovative Workforce Solutions which replaces the IGA between Apache County-Navajo County Workforce Investment Act (WIA) partnership to include Gila County in the consortium which provides WIA services to eligible clients in all three counties.**

Malissa Buzan, Community Services Division Director, stated that the Board is aware that the WIA partnership between Gila County and Pinal County will be ending on June 30, 2015. She added that for the first time Gila County is number one in the state for performance measures with regard to WIA programs. The purpose of the IGA described above is to continue to have a single recognized entity to administer and operate workforce investment programs to serve adults, dislocated workers, and youth, under Title 1 of the Federal Workforce Investment Act of 1998 (WIA) within Gila, Apache and Navajo Counties. She introduced Susan Tegmeyer of Navajo County Northeastern Arizona Innovative Workforce Solutions, who stated that Navajo and Apache Counties are very excited to be partnering with Gila County and she spoke highly of the work done by Ms. Buzan. She stated that currently the One-Stop Resource Center is in Show Low; however, the plan is to make Globe the comprehensive One-Stop Resource Center. Vice-Chairman Martin stated

that she is looking forward to a WIA partnership with a rural perspective. Both Supervisor Marcanti and Chairman Pastor agreed with Vice-Chairman Martin. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement (IGA) between Apache County, Gila County and Navajo County Northeastern Arizona Innovative Workforce Solutions which replaces the IGA between Apache County-Navajo County Workforce Investment Act (WIA) partnership to include Gila County in the consortium which provides WIA services to eligible clients in all three counties.

**G. Information/Discussion/Action to approve the Health and Emergency Services Division's request to apply for a prescription drug overdose prevention grant through the Arizona Department of Health Services and Centers for Disease Control and Prevention in the amount of \$100,000 per year to be awarded from October 2015 through September 2020, which would allow for the implementation of a comprehensive prescription drug overuse, misuse, and overdose intervention strategy to improve safe prescribing practices in Gila County.**

Michael O'Driscoll, Health and Emergency Services Division Director, stated that Gila County is the second highest ranking county in Arizona for prescription drug abuse. The Centers for Disease Control, via the Arizona Department of Health Services, inquired if the County would be interested in receiving a grant to help combat this issue. The grant would be used to hire a full-time employee to serve both northern and southern Gila County equally to work with doctors and pharmacists to garner participation in a statewide data base system that tracks patients' prescription drug use history. If the physician or pharmacist decides to participate in this program, he/she would have access to information regarding their patients' prescription drug history.

Jacque Griffin, Assistant County Manager/Librarian, commented that she is aware of the prescription drug abuse problem in the County with regard to "pill shopping" and overuse of prescription drugs. Vice-Chairman Martin inquired if the information identified in this program would be made public. Mr. O'Driscoll replied that the information obtained is anonymous and this program is intended to teach physicians and pharmacists how to access the data base information.

Jon Cornell of KQSS radio station inquired as to how the information would be delivered to the physicians and pharmacies. Mr. O'Driscoll replied that the individual hired for this position will personally reach out to each physician and pharmacist. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Health and Emergency Services Division's request to apply for a prescription drug overdose prevention

grant through the Arizona Department of Health Services and Centers for Disease Control and Prevention in the amount of \$100,000 per year to be awarded from October 2015 through September 2020, which would allow for the implementation of a comprehensive prescription drug overuse, misuse, and overdose intervention strategy to improve safe prescribing practices in Gila County.

**H. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS15-094962) with the Arizona Department of Health Services to receive partial funding in the amount of \$217,128 (Phase I and II) for the contract period of July 1, 2015 to June 30, 2020, of which this agreement integrates various health-related grant contracts currently utilized by the Gila County Health Department.**

Mr. O'Driscoll stated that all 15 Arizona counties are working with the Arizona Department of Health Services (ADHS) to consolidate multiple grants that have been awarded by ADHS to each county into one Intergovernmental Agreement (IGA) for each county. This integrated IGA will allow the Gila County Health Department the flexibility to offer a variety of evidence-based strategies to best suit the needs of the local communities. The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities in the Arizona Health Improvement Plan and the Community Health Improvement Plans. Implementation of this IGA, if approved, will be completed in three phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health will begin in January 2016. All three phases will be operational and fully implemented in years two through five with annual start dates of July 1<sup>st</sup>.

Chairman Pastor inquired if the amount of the funding would decrease, to which Mr. O'Driscoll replied that there would be no decrease in funding. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement (Contract No. ADHS15-094962) with the Arizona Department of Health Services to receive partial funding in the amount of \$217,128 (Phase I and II) for the contract period of July 1, 2015, to June 30, 2020, of which this agreement integrates various health-related grant contracts currently utilized by the Gila County Health Department.

**I. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 021315 - Public Health Emergency**

**Preparedness Website Development to increase the award amount from \$45,000 to \$56,000 which will allow Public Health Emergency Preparedness to expand the reach of the new Gila Ready website to include a communicable disease and infectious disease tab with multiple content sections as well as a tab for the on-boarding, marketing, and maintenance of the planned Mass Notification Emergency Alert System.**

Mr. O'Driscoll explained that Public Health Emergency Preparedness (PHEP) is seeking \$11,000 in additional assistance from Pinnacle Prevention for coordination and collaboration efforts supporting the development of the Gila County Emergency Management (EM)/PHEP website development. As part of the contract to develop a website for EM/PHEP, PHEP would like to amend the contract to include design and development of two additional website tabs focused on communicable disease, and the County's Emergency Mass Notification System, which will be implemented in the near future. This amendment will allow PHEP to meet the deliverables addressed under the Ebola and Infectious Diseases Grant. Mr. O'Driscoll stated that he has seen the draft of the enhancement and was impressed with it, and he expects to see the completed project in four to six weeks. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 1 to Professional Services Contract No. 021315 - Public Health Emergency Preparedness Website Development to increase the award amount from \$45,000 to \$56,000.

**J. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 010815-1 - Emergency Management Program Consultation Services for Operational Plans increasing the current contract amount by \$10,000 for a new total contract amount of \$55,000, which will meet the Emergency Management Program Grant deliverable of performing an exercise associated with our revised Gila County Emergency Operations Plan.**

Mr. O'Driscoll stated that this is a request to shift \$10,000, currently budgeted, to Willdan Homeland Solutions in order to design and facilitate an emergency operations workshop with regional and community partners, and which will be included as part of the required deliverables of the Emergency Management Program Grant. Chairman Pastor inquired if this workshop will be available to other counties and the time frame for completion, to which Mr. O'Driscoll affirmed that it will be available to other counties, but he was not sure which counties or the date of completion. He anticipates that the workshop will be completed in April. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Amendment No. 1 to Professional Services Contract No. 010815-1 - Emergency Management

Program Consultation Services for Operational Plans increasing the current contract amount by \$10,000 for a new total contract amount of \$55,000.

**K. Information/Discussion/Action to approve Attachment A to this agenda item, which is the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index equal to 1.8% and adjust all employees' salaries by 1.8% effective June 29, 2015.**

Don McDaniel, County Manager, provided the following background information by stating that in November 2012, the Board of Supervisors approved a lump sum payment to employees based upon the increase in the Consumer Price Index (CPI). The 1.7% payment was the first pay increase employees had received since January 2008. In July 2013, the Board approved a performance based lump sum payment to employees ranging from 1.5% to 3.5% based upon the individual's performance. In December 2013, the Board approved a lump sum payment to employees based upon the 1.8% increase in the CPI. In June 2014, the Board approved a performance based lump sum payment to employees ranging from 1.5% to 3.5% based upon the individual's performance. The Board has been responsive on a six-month basis or driven by employee performance to the Classification and Compensation Study resulting in all employees receiving an increase in pay with the exception of recent hires, as those salaries were already correct. Mr. McDaniel stated that it is important to maintain the proper salary distribution in the Compensation Plan regardless of the availability of funds. Staff recommends that the Board keep the Compensation Plan up-to-date on an annual basis by providing to the employees the benefit of the Plan which provides for a 1.8% increase in salaries based on the CPI.

Jon Cornell of KQSS radio station requested clarification with regard to performance based pay increases. Mr. McDaniel explained that this is a 2-step process and this action today is one of the steps. He also explained that each year employees will have the opportunity to receive a salary increase based on the CPI, if funds are available. Every six months employees will also have the opportunity to receive a lump-sum payment based on performance. Chairman Pastor added that those payments and salary increases are based on Board approval on an annual basis. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Attachment A to this agenda item, which is the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index equal to 1.8% and adjusted all employees' salaries by 1.8% effective June 29, 2015.

**Item 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 Amendment No. 1 to Service Agreement No. 021915-1 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#6510 which increases the original contract amount by \$1,000 for a new total contract amount of \$64,102.59 in order to perform additional work as outlined in the Amendment.**

**B. Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event on October 10, 2015 in Pine.**

**C. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's parcel number 302-60-200-C to Jason Vagalatos.**

**D. Acknowledgment of the April 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**E. Acknowledgment of the April 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**F. Acknowledgment of the April 2015 monthly activity report submitted by the Payson Regional Constable's Office.**

**G. Acknowledgment of the April 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**H. Acknowledgment of the April 2015 monthly activity report submitted by the Recorder's Office.**

**I. Approval of the May 26, 2015, Board of Supervisors' meeting minutes.**

**J. Acknowledgment of the Human Resources reports for the weeks of May 5, 2015, May 12, 2015, May 19, 2015, and May 26, 2015.**

**MAY 5, 2015**

**DEPARTURES:**

1. Thomas Seagraves – Probation – Juvenile Detention Officer – 04/23/15 – General Fund – DOH 04/13/15

**NEW HIRES:**

2. Kathleen Miranti – Probation – Juvenile Detention Officer – 05/11/15 – General Fund – Replacing Guadalupe Aldape

**END PROBATIONARY PERIOD:**

3. C. Lynn Mata – Assessor’s Office – Chief Appraiser – 05/10/15 – General Fund

REQUEST TO POST:

4. Constituent Services 2 – Temporary Laborer – Vacated by Destinee Barajas and Savannah Barajas

**MAY 12, 2015**

DEPARTURES:

1. James Weeks – Community Development – Hearing Officer – 03/30/15 – General Fund – DOH 07/31/10

2. Jordan Klabbatz – Sheriff’s Office – 911 Dispatcher – 04/26/15 – General Fund – DOH 12/15/14

3. Steve Stratton – Public Works – Director of Public Works – 06/30/15 – Public Works Fund – DOH 06/03/02

NEW HIRES:

4. Jacob Allen – Public Works – Automotive Service Worker – 05/18/15 – Public Works Fund – Replacing Tyler Pearce

END PROBATIONARY PERIOD:

5. Susan Aliprandini – School Superintendent’s Office – Accounting Clerk – 05/07/15 – General Fund

6. Jacqueline Tobin – Health and Emergency Services – Breastfeeding Counselor – 05/17/15 – WIC Fund

7. Jeff McClure – Sheriff’s Office – Deputy Sheriff – 04/28/15 – General Fund

DEPARTMENTAL TRANSFERS:

8. Jason Fajardo – Sheriff’s Office – From Deputy Sheriff – To Detention Officer – 05/04/15 – General Fund – Replacing Kenneth Warden

9. Heather Lutye – From Probation – To County Attorney’s Office – From Administrative Clerk Senior – To Legal Secretary Senior – 05/18/15 – From General(.80)/Diversion Consequences(.20) Funds – To General Fund – Replacing Robin Miller

10. Art Epperson II – Public Works – From Vehicle and Equipment Mechanic Lead – To Vehicle and Equipment Maintenance Supervisor – 05/18/15 – Public Works Fund – Replacing John Root

OTHER ACTIONS:

11. Steven Sanders – Public Works – From Deputy Director of Public Works – To Acting Director of Public Works – 05/11/15 - Public Works Fund – Temporary assignment

**MAY 19, 2015**

DEPARTURES:

1. Judy Esteves – Assessor’s Office – Cartography GIS Analyst – 06/30/15 – General Fund – DOH 03/04/02

2. Derek Bartling – Public Works – Vehicle and Equipment Mechanic – 05/29/15 – Public Works Fund – DOH 12/30/13

3. Amy Wacker – Payson Justice Court – Justice Court Clerk – 06/02/15 – General Fund – DOH 01/28/08

OTHER ACTIONS:

4. Stephanie Hunsaker – Payson Justice Court – Justice Court Clerk Associate – 05/25/15 – General Fund – Moving from part-time to full-time

REQUEST TO POST:

5. Health and Emergency Services – Temporary Executive Administrative Assistant

6. Public Works – Director of Public Works – Vacated by Steve Stratton

7. Payson Justice Court- Justice Court Clerk Associate – Vacated by Amy Wacker

**MAY 26, 2015**

DEPARTURES:

1. Miranda Davis – Recorder’s Office – Temporary Recorder’s Clerk – 11/04/14 – General Fund – DOH 10/21/14

2. Joseph Cook – Sheriff’s Office – Detention Officer – 05/17/15 – General Fund – DOH 12/24/12

3. Cynthia Reid – Sheriff’s Office – Detention Officer – 06/15/15 – General Fund – DOH 02/04/08

4. Ruth Lopez – School Superintendent’s Office – Account Clerk Senior – 06/01/15 – General Fund – DOH 05/01/00

END PROBATIONARY PERIOD:

5. Alex Cunningham – Public Works – Building Maintenance Technician Senior – 06/01/15 – Facilities Management Fund

6. Gabriel Valenzuela – Sheriff’s Office – Deputy Sheriff Sgt. – 02/17/15 – General Fund

7. Shealene Stidham – Recorder’s Office – Recorder’s Clerk Sr. – 05/22/15 – General Fund

8. Kassandra Seaver – Recorder’s Office – Recorder’s Clerk – 06/15/15 – General Fund

OTHER ACTIONS:

9. Michael Hill – Sheriff’s Office – From Deputy Sheriff – To Deputy Sheriff Task Force Detective (Temporary Assignment) – 06/01/15 – From General Fund – To Drug Gang Violent Crime Control Fund – Temporary assignment

10. Russell Toumberlin – Sheriff’s Office – From Deputy Sheriff Task Force Detective (Temporary Assignment) – To Deputy Sheriff – From Drug Gang Violent Crime Control Fund – To General Fund – End of temporary assignment

11. Ted Schaefer – Sheriff’s Office – Detention Officer (.48) – 06/30/14 – General Fund – Classification and Compensation salary update

REQUEST TO POST:

12. School Superintendent’s Office – Account Clerk Senior – Vacated by Ruth Lopez

**K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 4, 2015, to May 8, 2015; and May 11, 2015 to May 15, 2015.**

**L. Approval of finance reports/demands/transfers for the weeks of May 26, 2015, and June 9, 2015.**

**May 26, 2015**

\$2,051,198.79 was disbursed for County expenses by check numbers 270311 through 270454.

**June 9, 2015**

\$1,711,010.94 was disbursed for County expenses by check numbers 270552 through 270737. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the Consent Agenda action items 5A – 5L.

**Item 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.**

There were no comments from the public.

**Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager 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.

**Item 8 – EXECUTIVE SESSION ITEMS: (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.)**

At 11:51 a.m., upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously moved to go into executive session.

**A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding the lawsuit of Strawberry Ridge Estates LLC v. Gila County, 1 CA-TX-14-0004; consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney’s Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney’s Office to proceed as directed in executive session.**

Chairman Pastor reconvened the meeting at 12:24 p.m. and requested a motion from the Board. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously instructed the County Attorney’s Office to proceed as directed in the executive session regarding the lawsuit of Strawberry Ridge Estates LLV v. Gila County, case number 1 CA-TX-14-004.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:25 p.m.

APPROVED:

\_\_\_\_\_  
Michael A. Pastor, Chairman

ATTEST:

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

**ARF-3213**

**Consent Agenda Item 4. K.**

**Regular BOS Meeting**

**Meeting Date:** 06/23/2015

**Reporting Period:** May 22, 2015; May 29, 2015; and June 5, 2015

**Submitted For:** Jeff Hessenius, Finance Director

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

---

**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 5-22-15; 5-29-15; and 6-5-15.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 18, 2015, through May 22, 2015; May 25, 2015 through May 29, 2015; and June 1, 2015 through June 5, 2015.

---

**Attachments**

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 5-22-15, 05-29-15 and 6-5-15

Order Agreement-Konica Minolta

Maintenance Agreement-Konica Minolta

Amendment No. 2-Sage Counseling

Amendment No. 1-Humane Society of Central Arizona

Service Agreement No. 051115-Action Communications

Amendment No. 2-Sienna Counseling

Additional Software License Agreement-New World

MegaTrak Extended Warranty Agreement 2015-2016-MegaTronics

Service Agreement No. 042915-Kino Floors

Amendment No. 2-Barbara Stone

Professional Services Contract No 051515-TD Government Solutions

Service Agreement No. 052815-Mountain Retreat Builders

Amendment No. 2-Advance Forensics Assessments

Service Agreement No. 051315-Tire Equipment Service

Amendment No. 1 to Service Agreement No. 021915-Noble Building

Service Agreement No. 052915-Rodriguez Constructions

---

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

*May 18, 2015 thru May 22, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
Konica Minolta Business Solutions	Order Agreement for new BIZHUB 224E copier	\$1,841.89 plus sales tax	N/A	5-19-15	Expires	Purchase a new black and white Bizhub 224e copier for the Landfill & Recycling Department.
Konica Minolta Business Solutions	Maintenance Agreement for new BIZHUB 224E copier	\$0.00950 plus sales tax per black and white copy	Expires 48 months after delivery of machine	5-19-15	Expires	Service and maintenance agreement for new copier for the Landfill & Recycling Department. Maintenance includes all supplies (except paper), toner, parts, labor and service calls per Mohave contract.
Sage Counseling	Amendment No. 2 to Limited Services Contract General Mental Health Counseling	\$35,000.00	7-1-15 to 6-30-16	5-19-15	Option to renew for two additional one year periods	Sage Counseling provides clinical and educational services to the criminal justice system and court-mandated clients. Amendment No. 2 has been issued to extend the contract term for one additional year from July 01, 2015 to June 30, 2016.
060614 Humane Society of Central Arizona	Amendment No. 1 to Service Agreement No. 060614 Impound Agreement	\$31,200.00	7-1-15 to 6-30-16	5-19-15	Option to renew for one additional one year period	This agreement has been in existence for many years. The purpose is to allow animals that have been captured by Rabies Control in Payson and surrounding areas to be impounded by the Contractor. This keeps the animals close to their owners and prevents the daily transport from Payson to Globe. The cost will be \$2,600.00 per month.

*May 18, 2015 thru May 22, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
051115 Action Communications	Service Agreement No. 051115 Radio Communications Base Radio and Repeater Sheriff's Office	\$5,068.00	5-19-15 to 6-30-15	5-19-15	Expires	The Jail is having problems with limited Radio Communications capabilities as they are having issues hearing their Transport Vehicles while transporting Jail Inmates and are in need of a new repeater.
Sienna Counseling and Consulting	Amendment No. 2 to Limited Services Contract Sex Offender Counseling	\$35,000.00	7-1-15 to 6-30-16	5-19-15	Option to renew for two additional one year periods	Amendment No. 2 will extend the contract term with Sienna Counseling & Consulting for an additional year from July 1, 2015 to June 30, 2016. Sienna provides sex offender counseling.
1273-15L1A New World Systems	Additional Software License Agreement eTimesheets	\$1,200.00 for Implementation & Training Services plus \$2,000 for Estimated Travel	TBD	5-19-15	N/A	The Finance Department is replacing two existing unused New World modules with new "e Timesheets" module from New World.

*May 25, 2015 thru May 29, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
MegaTronics International Corp.	MegaTrak Extended Warranty Agreement	\$4,285.00	8-1-15 to 7-31-16	5-27-15	Expires	Contractor will provide extended warranty for the fuel maintenance system utilized by the County. Fuel access MCU on all fuel tanks and service trucks.

*May 25, 2015 thru May 29, 2015*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
042915 Kino Floors & Interiors, LLC	Service Agreement No. 042915 Replace Flooring in County Attorney's Office Globe Superior Court	\$2,580.86	5-27-15 to 6-30-15	5-27-15	Expires	Contractor to remove existing tile flooring and cove base in the County Attorney's Office, make any necessary drywall repairs and install Carpet Tile and vinyl base.
080913-2 Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C	Amendment No. 2 to Professional Services Agreement No. 080913-2 HIV Care and Services	\$10,000.00	4-1-15 to 3-31-16	5-27-15	Option to renew for 3 additional one year periods	Contractor will provide HIV Care and Services for the Payson area. Contract expires on 03-31-15. Amendment No. 2 will allow the contract term to be extended from 04-01-15 to 03-31-16.
051515 TD Government Solutions	Professional Services Contract No. 051515 Operational Review Consultant	\$100.00/hr., plus mileage at \$.56 per mile, plus lodging if approve by County Manager	5-13-15 to 5-12-16	5-27-15	Expires	Consultant shall provide services to the County on an as needed basis.

*June 1, 2015 thru June 5, 2015*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
052815 Mountain Retreat Builders LLC.	Service Agreement No. 052815 Weatherization Project HH#4956	\$9,750.00	6-3-15 to 6-30-15	6-2-15	Expires	The purpose of this weatherization project is, but not limited to, Contractor shall replace window cooler, remove roof mounted cooler and jack, install furnace system complete with ductwork, patch holes, fiberglass insulation, install skirt, seal windows, and install 30 gallon hot water heater.

June 1, 2015 thru June 5, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Advance Forensic Assessments, Inc.	Amendment No. 2 to Limited Services Contract Polygraph Testing	\$35,000.00	7-1-15 to 6-30-16	6-2-15	Option to renew for two additional one year periods	Amendment No. 2 will extend the contract from July 1, 2015 to June 30, 2016. Advance Forensic Assessments, Inc. provides polygraph examinations on post-convicted sex offenders.
051315 Tire Equipment Service	Service Agreement No. 051315 Vehicle A/C Machine Repair Auto/Equipment Maintenance Shop	\$1,581.03	6-2-15 to 6-30-15	6-2-15	Expires	The current Vehicle A/C machine needs repaired in order to service County Vehicles.
021915 Noble Building, LLC	Amendment No. 1 to Service Agreement No. 021915 Major Rehab Project No. HH#4055	Add \$850.00 for a new total contract amount of \$49,952.00	2-24-15 to 6-30-15	6-2-15	Expires	Amendment No. 1 will serve to increase the contract amount by \$850.00 to install heat shields for fireplace, move gas line for range, perform additional drywall patches and install an additional sheet of siding, for a new contract amount not to exceed \$49,952.00.
052915 Rodriguez Constructions, Inc.	Service Agreement No. 052915 Weatherization Project HH#3249	\$6,350.00	5-6-15 to 6-30-15	6-2-15	Expires	Contract is, but not limited to remove cooler, install 14 SEET split system, exhaust fan, replace water heater, caulk window, fiberglass insulation, and insulate duct.



Additional Configuration Level Order Information (Internal Use Only)									
Model/Configuration			Sequence		S00245202		Requested Delivery Date		
BIZHUB 224E			1		05/15/15 12:43 PM		05/27/2015		
Ship to Address					Bldg/Rm/Ste		Department		
5891 HOPE LANE, GLOBE, AZ, 85501							LANDFILL		
CRM Opportunity ID			0010214582		Object Type				
Lease / Purchase Signer (Pre-Call)			Phone		E-Mail Address		Fax Number		
JONI ERWIN			928 402 8897		JERWIN@GILACOUNTYAZ.GOV		928 425 7056		
Primary Delivery Contact			Phone		E-Mail Address		Fax Number		
SHARON WINTERS			928 402 8531		SWINTERS@GILACOUNTYAZ.GOV		928 425 7056		
Alternate Delivery Contact			Phone		E-Mail Address		Fax Number		
JONI ERWIN			928 402 8897		JERWIN@GILACOUNTYAZ.GOV		928 425 7056		
Accounts Payable Contact			Phone		E-Mail Address		Fax Number		
JONI ERWIN			928 402 8897		JERWIN@GILACOUNTYAZ.GOV		928 425 7056		
Meter Contact			Phone		E-Mail Address (Meters)		Fax Number (Meters)		
SHARON WINTERS			928 402 8531		SWINTERS@GILACOUNTYAZ.GOV		928 425 7056		
Meter Collection Method			<input checked="" type="checkbox"/> VCare <input type="checkbox"/> MyKMBS.com		<input type="checkbox"/> IVR-Email <input type="checkbox"/> IVR-Fax		11 x 17		<input type="checkbox"/> 1 Click <input checked="" type="checkbox"/> 2 Clicks
Equipment Master Agreement		Sub-Fleet	Price Plan	PE Number			Promotion Name/Number		
40038415		1							
Maintenance Master Agreement		Sub-Fleet	Price Plan	Customer Maintenance Invoice Codes					
				Code 1		Code 2		Code 3	
				Code 3					
Customer Equipment Invoice Codes									
Code 1		Code 2		Code 3		Code 3			
Sales Rep	Sales Rep #	Split %	Phone		Sales Rep Name / Branch Location				
Originating / Lead	9416847	25	602-798-7341		MURRAY RYAN, 941 - PHOENIX				
Order Taking / Selling	9416847	50	602-798-7341		MURRAY RYAN, 941 - PHOENIX				
Servicing / Installing	9416847	25	602-798-7341		MURRAY RYAN, 941 - PHOENIX				
Sales District #	94109	Non-Standard Split % Approval:							
Customer Type									
<input checked="" type="checkbox"/> State Government	<input type="checkbox"/> Federal Government	<input type="checkbox"/> Corporate Account	<input type="checkbox"/> National	<input type="checkbox"/> Print for Pay	<input type="checkbox"/> OPS	<input type="checkbox"/> Other	<input type="checkbox"/> Commercial/Local (Branch)		
Deduction(s)									
<input type="checkbox"/> Lease Reimbursement/Rebate (ZLEA)		<input type="checkbox"/> Service (ZSVC)		<input type="checkbox"/> Shipping (ZADY)		<input type="checkbox"/> Other (ZMOT)			
Additional Documents and Attachments									
<input type="checkbox"/> Buyout/Upgrade Quote or Letter	<input type="checkbox"/> Digital Needs Analysis, DNA #		<input type="checkbox"/> Price Exception (PE)	<input type="checkbox"/> Other Documentation as described:					
<input type="checkbox"/> Check (Copy)	<input type="checkbox"/> Equipment Removal Authorization		<input type="checkbox"/> Purchase Order						
<input type="checkbox"/> Credit Application	<input type="checkbox"/> Lease Documentation with Approval		<input type="checkbox"/> Tax Exemption Certificate						
<input type="checkbox"/> Contingency Demo Acknowledgement	<input type="checkbox"/> Lease Reimbursement/Rebate Form								
Comments and Special Instructions									
Administration Use Only Below this Line									
Delivery Confirmation									
Spoke With		Date			Time				
<input type="checkbox"/> Confirmed Ship to Address	<input type="checkbox"/> Confirmed Delivery Contact	<input type="checkbox"/> Confirmed Alternate Contact	<input type="checkbox"/> Confirmed Telephone Number						
Delivery Entrance		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Front <input type="checkbox"/> Back <input type="checkbox"/> Side	Loading Dock		<input type="checkbox"/> Yes <input type="checkbox"/> No	Elevator		<input type="checkbox"/> Yes <input type="checkbox"/> No
Stairs	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how many?	Turns or landings?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how many?				
Is Site Ready?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If No, When?	Equipment Pick Up Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No					
Delivery Hours		AM to	PM	<input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri	Available Sat?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Special requirements (i.e. certificate of insurance, security check, safety training, customer comments, ect) list below									
If unable to reach the customer, list date/time attempted:		1st call:		2nd call:		3rd call:			
Order Processing									
Order Number			Pick up Order						
Delivery Document			Pick up Document						
On Warehouse Scheduler Date			On Warehouse Scheduler Date						
Received by Administration			Date		Time				
Administration/Order Entry (Signature)									



# Gila County

Joni - Landfill

## **Bizhub 224e** *(shown with optional finisher)* **Copier/Printer/Scanner**



### Standard Features and Configuration:

- ◆ 22 Prints/Copies Per Minute
- ◆ 70 OPM Scanning Speed - **Scans in Color**
- ◆ Automatic Reversing Document Feeder
- ◆ 100,000 Page Per Month Maximum Duty Cycle
- ◆ 3rd Gen. Simitri Toner For Fine Detail, More Legible Text
- ◆ Emperon Print System with PS/PCL Emulation
- ◆ Windows Vista Functionality w/32-Bit/64-Bit Drivers
- ◆ Sleek Dark Cabinet Design, Small Footprint
- ◆ Flexible Scanning to Email, FTP, SMB (Desktop)
- ◆ Scan to HDD on Optional 250 GB Hard Disk Drive
- ◆ IP Address Fax, PC Fxing, Internet Fax
- ◆ ISO 15408 Certification, Enhanced Security Protection
- ◆ **24" x 24" Footprint**
- ★ Bizhub Security Features - HDD Encryption, Data Overwrite  
Two Universal Paper Drawers - up to 11x17 size
- ★ Fax Capabilities including NBF Fxing  
Citrix Compatible and ITG Approved

**Green Technologies To Save Energy, Reduce Waste**

### Mohave Contract - 10i-KMBS-0127

BizHub 224e	\$1,164.75
Document Feeder	\$522.47
Power Surge	\$75.00
DK-508 Cabinet	\$79.67
Two paper drawers	Inc
PS, PCL, XPS	Inc
Data Overwrite	Inc
HD Encryption	Inc
HD-516 Hard Dr	Inc
Start up supplies	Inc
<b>Total</b>	<b>\$1,841.89</b>

### Service and Supply Program

**Zero Monthly Base: All copies @ \$0.0095 - Low Volume Plan**

- ▶ Toner, parts, labor, delivery, installation and training are all-inclusive with this plan (excluding paper)
- Pricing does not include local sales tax
- **4/30/2015**

Contact: **Chip Ryan**  
Phone: **602-798-7341**





## Maintenance Agreement

### Customer Information

Sold to Acct #: <u>0004474978</u>	Payer/Bill to Acct #: _____	Ship to Acct #: _____
Name: <u>GILA COUNTY</u>	Name: <u>GILA COUNTY</u>	Name: <u>GILA COUNTY</u>
Attn/Dept: _____	Attn/Dept: _____	Attn/Dept: <u>JONI ERWIN</u>
Ste/Rm: _____	Ste/Rm: _____	Ste/Rm: _____
Address: <u>1400 E. ASH STREET</u>	Address: <u>1400 E. ASH STREET</u>	Address: <u>1400 EAST ASH STREET</u>
City: <u>GLOBE</u>	City: <u>GLOBE</u>	City: <u>GLOBE</u>
State: <u>AZ</u> Zip: <u>85501</u>	State: <u>AZ</u> Zip: <u>85501</u>	State: <u>AZ</u> Zip: <u>85501</u>
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Tax Exemption Number: _____	Tax Exemption Certificate must be attached when applicable.
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number: _____	PO Expiration Date: _____
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact: _____	Email: _____
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name: _____	Email: _____

### Coverage / Billing Options

<b>Coverage Options:</b>	<b>MFP</b>	<b>Wide Format</b>
Select Options:	<input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support*	<input type="checkbox"/> Staples Included <input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*
<b>Billing Options:</b>	<b>MFP</b>	<b>Wide Format</b>
Initial Term in Months:	<input type="checkbox"/> 36 <input checked="" type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____
Flat Rate Frequency:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually
Meter Frequency:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually	<input type="checkbox"/> Monthly
Aggregate Volume:	<input type="checkbox"/> B/W <input type="checkbox"/> Color	
Effective Date:	<input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____	
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)	

Internal Use

### Maintenance Pricing

MA #:

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB 224E		Color						
			B/W	0	\$ 0.00	0.00950			
2			Color						
			B/W						
3			Color						
			B/W						

Additional Equipment on Schedule B

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

Additional Equipment on Schedule C

### Comments

Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 09/01/2014. Not binding on KMBS until signed by KMBS Manager.

Customer Name: <u>GILA COUNTY</u> <small>Please Print</small>	KMBS Representative: <u>Chip Ryan</u>
Customer Title: <u>COUNTY MANAGER</u>	KMBS Manager Name: <u>Steve Tuth</u> <small>Please Print</small>
Customer Signature: <u>[Signature]</u> Date: <u>5/15/15</u>	KMBS Manager Signature: <u>[Signature]</u> Date: <u>5/15/2015</u>

### For Internal Use

Maintenance: <input type="checkbox"/> with Equipment Order <input type="checkbox"/> Maintenance Only <input type="checkbox"/> Billed by KMBS <input type="checkbox"/> Billed by Lease Company <input type="checkbox"/> Dealer Serviced
Sales Rep Number: <u>9416847</u> Sales Rep Name: <u>MURRAY RYAN</u> Sales Rep Email Address: <u>CHIP.RYAN@KMBS.KONICAMINOLTA.US</u> Sales District: <u>94109</u>
Order Taking: <u>9416847</u> Servicing: <u>9416847</u>
Processed: <input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor



**AMENDMENT NO. 2**

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.

Amendment No. 1 was executed on June 04, 2014 to extend the contract term for one (1) year from July 1, 2014 to June 30, 2015 with the total annual compensation of the contract not to exceed \$35,000.00.

The contract expires June 30, 2015. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2015, to June 30, 2016.

Amendment No. 2 will serve to extend the contract period from July 1, 2015 to June 30, 2016.

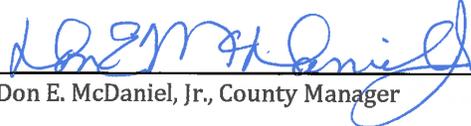
Contractor will continue to bill for services pursuant to Section VIII, PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES, of the original contract, but in no event shall charges for the July 1, 2015 to June 30, 2016 extension exceed \$35,000.00, without prior written agreement of the County.

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 19<sup>th</sup> day of MAY, 2015.

**GILA COUNTY**

**SAGE COUNSELING**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

  
\_\_\_\_\_  
Authorized Signature

**Tommie C. Martin, District I Supervisor**  
610 E. Highway 260, Payson, AZ 85541  
(928) 474-2029 Ext. 7100

**Michael A. 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](http://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 AGREEMENT NO. 060614**  
**IMPOUND AGREEMENT**

**HUMANE SOCIETY OF CENTRAL ARIZONA, INC.**

**AMENDMENT NO. 1**

Effective June 18, 2014, Gila County and Payson Humane Society entered into a contract whereby Payson Humane Society would provide Animal Impound Services for Gila County Division of Health and Emergency Services for the term of July 1, 2014 to June 30, 2015.

The contract expires on June 30, 2015. Per page 6, SPECIAL PROVISIONS, 12. of the contract, Gila County Shall have the option to extend the Agreement for two (2) more one (1) year terms upon agreement of both parties.

Amendment No. 1 will allow the contract term to be extended one (1) year from July 1, 2015 to June 30, 2016. Total annual compensation shall not exceed \$31,200.00, without prior written approval from the County.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the July 1, 2015 to June 30, 2016 renewal period.

**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 19<sup>TH</sup> day of MAY, 2015.

**GILA COUNTY:**  
**GILA COUNTY MANAGER**

  
\_\_\_\_\_  
Don E. McDaniel Jr.

**CONTRACTOR:**  
**Payson Humane Society**

  
\_\_\_\_\_  
Payson Humane Society

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](http://www.gilacountyaz.gov)

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 051115**  
**RADIO COMMUNICATIONS-BASE RADIO AND REPEATER**  
**SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of MAY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Action Communications, 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 the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 051115** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 051115** 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 051115**, 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. **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](mailto: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 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$5,068.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 051115 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**ACTION COMMUNICATIONS, INC.**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 5/19/15

WM. BRIAN BAXTER  
\_\_\_\_\_  
Print Name

**Action Communications, Inc.**  
2816 N Stone Ave  
Tucson, AZ 85705

# QUOTATION

Quote Number: M829

Quote Date: Apr 22, 2015

Page: 1

Voice: (520) 792-0326  
Fax: (520) 792-2709

**Quoted To:**

GILA COUNTY  
1400 EAST ASH STREET  
GLOBE, AZ 85501  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
GILA COUNTY	5/22/15	Prepaid	Baxter B

Quantity	Item	Description	Unit Price	Amount
1.00	T3000	MOTOROLA MTR3000 BASE RADIO WITH INTEGRATED POWER SUPPLY	2,331.00	2,331.00
1.00	X330	MOTOROLA 136-174 MHZ, 100 WATT OPTION FOR MTR3000 REPEATER	2,142.00	2,142.00
1.00	LABOR	LABOR TO PROGRAM REPEATER TO DESIRED FREQUENCIES.	140.00	140.00
1.00	TRIP CHARGE	TRIP CHARGE TO LOCATION FOR INSTALLING NEW REPEATER TO EXISTING DUPLEXER AND EXISTING ANTENNA - 4-1/2 HOURS ROUND TRIP	315.00	315.00
1.00	LABOR	LABOR TO TEST EQUIPMENT ON SITE - 2 HOURS	140.00	140.00
		*****PROGRAM REPEATER TO REQUESTED FREQUENCIES, TAKE REPEATER TO CUSTOMERS LOCATION. USE EXISTING DUPLEXER, COAX AND ANTENNA. ANY ADDITIONAL PARTS, MATERIALS AND LABOR ARE ADDITIONAL IF THEY FALL OUTSIDE THIS SCOPE OF WORK*****		
			<b>Subtotal</b>	<b>5,068.00</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>5,068.00</b>

**Action Communications, Inc.**  
 2816 N Stone Ave  
 Tucson, AZ 85705

# QUOTATION

Quote Number: M829  
 Quote Date: Apr 22, 2015  
 Page: 1

Voice: (520) 792-0326  
 Fax: (520) 792-2709

**Quoted To:**  
 GILA COUNTY  
 1400 EAST ASH STREET  
 GLOBE, AZ 85501  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
GILA COUNTY	5/22/15	Prepaid	Baxter B

Quantity	Item	Description	Unit Price	Amount
1.00	T3000	MOTOROLA MTR3000 BASE RADIO WITH INTEGRATED POWER SUPPLY	2,331.00	2,331.00
1.00	X330	MOTOROLA 136-174 MHZ, 100 WATT OPTION FOR MTR3000 REPEATER	2,142.00	2,142.00
1.00	LABOR	LABOR TO PROGRAM REPEATER TO DESIRED FREQUENCIES.	140.00	140.00
1.00	TRIP CHARGE	TRIP CHARGE TO LOCATION FOR INSTALLING NEW REPEATER TO EXISTING DUPLEXER AND EXISTING ANTENNA - 4-1/2 HOURS ROUND TRIP	315.00	315.00
1.00	LABOR	LABOR TO TEST EQUIPMENT ON SITE - 2 HOURS	140.00	140.00
		*****PROGRAM REPEATER TO REQUESTED FREQUENCIES, TAKE REPEATER TO CUSTOMERS LOCATION. USE EXISTING DUPLEXER, COAX AND ANTENNA. ANY ADDITIONAL PARTS, MATERIALS AND LABOR ARE ADDITIONAL IF THEY FALL OUTSIDE THIS SCOPE OF WORK*****		
			<b>Subtotal</b>	<b>5,068.00</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>5,068.00</b>



## **AMENDMENT NO. 2**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### **LIMITED SERVICES CONTRACT SEX OFFENDER COUNSELING**

#### **SIENNA COUNSELING & CONSULTING, INC.**

Effective July 1, 2013, Gila County and Sienna Counseling & Consulting, Inc. entered into a contract whereby Sienna Counseling & Consulting, Inc. agreed to provide Sex Offender 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.

Amendment No. 1 was executed on July 15, 2014 to extend the contract term for one (1) year from July 1, 2014 to June 30, 2015 with the total annual compensation of the contract not to exceed \$35,000.00.

The contract expires June 30, 2015. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2015, to June 30, 2016.

Amendment No. 2 will serve to extend the contract period from July 1, 2015 to June 30, 2016.

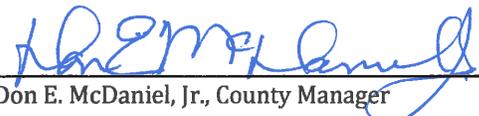
Contractor will continue to bill for services pursuant to Section VIII, PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES, of the original contract, but in no event shall charges for the July 1, 2015 to June 30, 2016 extension exceed \$35,000.00, without prior written agreement of the County.

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 19th day of May, 2015.

**GILA COUNTY**

**SIENNA COUNSELING & CONSULTING, INC.**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

  
\_\_\_\_\_  
Authorized Signature



May 5, 2015

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

Mr. Jeff Hessinius, Finance Director  
Gila County  
P.O. Box 1093  
1400 East Ash Street  
Globe, AZ 85502-1093

Dear Mr. Hessinius:

New World Systems agrees to provide the software changes per your request as reflected in the attached Proposal Summary.

The attached forms (Exhibit AA and Proposal Summary dated 5/5/2015) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

By: [Signature]  
Larry D. Leinweber, President

Date: 05-26-15

**GILA COUNTY, ARIZONA**  
(Customer)

By: [Signature] / COUNTY MANAGER  
Authorized Signature Title

By: [Signature] / FINANCE DIRECTOR  
Authorized Signature Title

Date: 5/19/15

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

**PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.**

**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Costs Summary: Licensed Standard Software and Implementation Services**

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal	\$0
B. IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	1,200
<b>ONE TIME PROJECT COST:</b>	<b><u>\$1,200</u></b>
C. TRAVEL EXPENSES (Estimate)	\$2,000

**ii. Payments for Licensed Standard Software and Implementation Services**

A. ONE TIME PROJECT PAYMENT:	
1. Amount due upon the Effective Date (100%)	\$1,200
<b>ONE TIME PROJECT PAYMENT:</b>	<b><u>\$1,200</u></b>

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE**

*Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.*

**GILA COUNTY, ARIZONA**

**Proposal Summary**

**May 5, 2015**

<b>A. LOGOS.NET STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup></b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

**DELETED STANDARD SOFTWARE**

1. Logos.NET Additional Financial Management Software
  - Government (GASB) Reporting
2. Logos.NET Additional Payroll & HR Modules
  - Applicant Tracking

**ADDED STANDARD SOFTWARE**

3. eHR
  - eTimesheets

<b>TOTAL SOFTWARE LICENSE FEE <sup>4,5</sup></b>	<b>\$0</b>
--	------------

<b>B. IMPLEMENTATION SERVICES <sup>6</sup></b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

**IMPLEMENTATION**

1. Up to 1 day of Implementation and Training Services are included for:
  - Software Tailoring and Set Up
  - User Education and Training
  - Other Technical Support
  - Travel Time

*\* Assumes train-the-trainer approach*

<b>TOTAL IMPLEMENTATION SERVICES</b>	<b>\$1,200</b>
--------------------------------------	----------------

<b>TOTAL ONE TIME COSTS</b>	<b>\$1,200</b>
-----------------------------	----------------

<b>C. MAINTENANCE</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

1. STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)
  - Annual SSMA to remain unchanged.

<b>D. TRAVEL AND LIVING EXPENSES (estimate)</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

1. TRAVEL EXPENSES (estimate)
  - 1 trip at \$2,000/each
  - Includes airfare, car rental, hotel accommodations, and per diem.

**PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.**

## ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*
- <sup>2</sup> *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *Prices assume that all software proposed is licensed.*
- <sup>5</sup> *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- <sup>6</sup> *Travel and expenses are described in Section IIB of Exhibit AA.*



# MegaTronics International Corp.

Manufacturer of the MegaTrak® Automated Fuel Management System

## MegaTrak® Extended Warranty Agreement

GILA COUNTY hereby accepts MegaTronics International Corp.'s (MTI's) extended warranty for the MegaTrak® System's Hardware, MT Pro Software, License and Customer Support (see letter: this an amendment to the initial and subsequent extended warranty agreements) which cover the following for one year, effective August 1, 2015 through July 31, 2016. Payment must be received before expiration date.

### Hardware Maintenance Includes:

(8) Series 3000 MCU's (AC) (Hardwired); (2) Series 3000 MCU's (DC) (Hardwired); (3) ACCOMMs; (Series 3000 - No longer covered under maintenance)	\$ 0.00
Globe Fuel Island: (4) Series 9000 MCU's (AC) (Hardwired); (1) Truck Mount Series 9000 (DC); Shop - (1) Series 9000 (AC)	\$ 960.00
Payson: (1) Truck Mount Series 9000 (DC); Light Shop - (1) Series 9000 (AC); Heavy Shop - (1) Series 9000 (AC);	\$ 480.00
(3) Series 9000 (AC) (spares); (1) Series 9000 (DC) (spare); (2) USB Key Encoders	\$ 800.00

### License and Software Maintenance Includes:

(1) MegaTrak Pro Standard Host License with Preventative Maintenance, Upgrades, Maintenance and Support	\$ 995.00
(3) MegaTrak Pro Standard Remote License with Preventative Maintenance, Upgrades, Maintenance and Support	\$1,050.00

**TOTAL HARDWARE AND SOFTWARE: \$4,285.00**

*(Please sign, remit and return in the enclosed prepaid envelope, keeping one copy for your files.)*

1. Extended maintenance coverage does not include any ancillary products incorporated into the MCU hardware not manufactured by MTI. (i.e., antenna's etc.)
2. No expressed or implied warranty is made or included for any MegaTrak® part(s) and/or products which are not installed, used, or operated in accordance with MT instructions and specifications, or which may be damaged by accidents, abuse, misuse, vandalism, natural or personal disaster, including, but not limited to lightning, fire, flood, riot, and/or any unauthorized modifications or modifications made without prior written approval of MTI.
3. Site visits and the costs are not covered under this agreement and must be arranged for separately.
4. Customers not under maintenance contracts will be billed a license fee and for necessary software upgrades required by the MT software to function properly.
5. MTI is not responsible for loss of data. Customer must maintain sufficient backups.
6. MTI shall have no liability for damages or indemnity in any amount exceeding the charges paid by customer to MTI for the licensed program(s) above.
7. Any hardware not listed under "Hardware Maintenance Includes" is not covered, to include but not limited to equipment such as ATG probes, consoles, multiplexers and sensors.
8. All service or equipment ordered by customer must have a purchase order or RMA # from MTI.
9. Replacement of equipment over five (5) years of age and deemed not repairable may be purchased through MTI at a discounted price.

Kay Turner 5/19/15  
Kay Turner, MTI and Date

Don E. McDaniel Jr.  
Print name & sign for Gila County  
Don E. McDaniel Jr., County Manager  
5-27-15



# MegaTronics International Corp.

Manufacturer of the MegaTrak® Automated Fuel Management System

May 19, 2015

Gila County-Fuel Management  
ATTN: Jeannie Sgroi, Accounts Payable  
Guerrero Building  
1400 East Ash Street  
Globe, AZ 85501

Dear Jeannie Sgroi:

**RE: MegaTrak Fuel System Extended Hardware/ Software/Licensing Agreement**

ATTN: Accounts Payable:

As promised, MTI is respecting the same price as last year for your annual EMA, to thank you for being part of the MegaTrak® team. MTI bills early as many customers wish to use monies left over in their budget cycles.

Please visit our Customer Share Point site to see all of the new MT innovations and capabilities:

<http://www.megatrak.net/sites/customers>

User name: mega Password: M9000! Please see attached.

It is important to maintain this vital insurance coverage and support to keep MegaTrak® "like new". With it, (MTI) will warranty/insure your hardware/software license/support and guarantee all software upgrades at no charge. The renewal date for the extended maintenance agreement is **August 1, 2015** and will continue through **July 31, 2016**. The enclosed agreement is an addendum to the initial agreement and subsequent addendums. In an effort to go green, you may pay by credit card, electronic payment or check.

The cost of this coverage is **\$4,285.00**. The attached invoice is broken down to cover hardware for **\$2,240.00** which includes the communications module, keypad overlays, speakers, key drives, locks, diagnostic fees, support, reprogramming, firmware upgrades, labor costs, and return shipping by ground, etc.; and also, the MT Pro Standard Host/Remote Software with Preventative Maintenance for **\$2,045.00**. This support includes all upgrades free of charge, and required fixes to the program necessitated by Microsoft, in order to maintain the quality and operation of the proprietary MT software. MTI is not responsible for loss of data if the customer does not provide and maintain sufficient backups. Any hardware not listed under "Hardware Maintenance Includes" is no longer covered but not limited to ATG probes, consoles, multiplexers and sensors. Site visits and their costs are not covered by this agreement and must be arranged for separately by the **GILA COUNTY** and MTI.

It is necessary that the **GILA COUNTY** maintain a trained operator in the operation of the MegaTrak® System to keep your system running properly, but should new or additional people require training; MTI can provide such at the customer's expense.

MTI, a small woman-owned company is proud of its patented fuel management system and includes a "license fee" to protect any part of the MT System's hardware or software from being used by any competing fuel system. MTI is always willing to assist with the interfacing of any third party maintenance programs, but would appreciate notice in writing or by email so that a programmer can be made available to assist during the interface process.

Sincerely,

Kay Turner, CEO  
MegaTronics International Corp.

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](http://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. 042915**  
**REPLACE FLOORING IN COUNTY ATTORNEY'S OFFICE**  
**GLOBE SUPERIOR COURT**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino Floors & Interiors, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** 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 042915** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 042915** 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 042915**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed 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](mailto: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 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,580.86 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 042915 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:

5/27/15

KINO FLOORS & INTERIORS, LLC



Signature

DALE FLETCHER

Print Name

**REQUEST FOR QUOTE NO. 042915  
GILA COUNTY**



**COUNTY ATTORNEY'S OFFICE FLOORING**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Flooring contractor to remove and replace flooring in County Attorney's Office.

Location: Gila County Attorney's Office  
County Attorney Brad Beauchamp Office  
1400 East Ash Street  
Globe, AZ 85501

**Scope of Work and Specifications:**

- Remove and replace all ceramic tile flooring and cove base in the office of the County Attorney, Brad Beauchamp's Office.
- Make necessary drywall repairs and install Carpet Tile and vinyl wall base.
- The tile will remain in the adjoining restroom and hallway, therefore appropriate thresholds must also be created and installed.
- The Contractor will remove and dispose of old flooring products in a proper manner.
- The Contractor will evaluate and prepare the base floor to accept new flooring in accordance with the manufactures specifications to provide a visually appealing and functional floor system.
- All products will be installed per manufactures instruction using approved adhesives and following the industries best practices.
- The building is in use. All work must be scheduled to allow tenants to continue to serve the public and perform the necessary functions of their office.
- Tenant will remove personal items, and with the assistance of county staff, remove and re-install office equipment, desks and file cabinets.

**PRODUCT TO BE INSTALLED:**

- Bollu Tile 2' x 2' Temp Ballroom Dance Carpet
- Johnsonite Base - 4" w/toe 29 Moonrock

A SITE VISIT IS REQUIRED FOR ANY BID TO BE ACCEPTED.

CONTACT BOB HICKMAN AT 928-200-1643 WITH QUESTIONS AND TO SCHEDULE SITE VISIT.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on , Thursday May 15, 2015 to,  
Jeannie Sgroi, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov), fax 928-402-4386

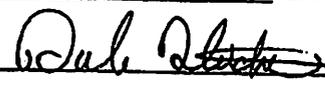
"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: KINO FLOORS

Contractor Address: 401 N. BROAD ST

Contractor Phone #: 425-9443

Email Address: KINOFLOORS@QUESTOFFICE.NET

Contractor Signature: 

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ 1000.00 (TAXES INCLUDED)

MATERIAL COST \$ 1580.86 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**KINO FLOORS & INTERIORS, LLC.**

401 North Broad Street  
 GLOBE, ARIZONA 85501  
 425-8443  
 Fax: 425-8249

**JOB 008189  
 INVOICE**

SOLD TO: Gila County  
 ADDRESS: ASH ST  
 CITY: Globe STATE: AZ ZIP: 85601  
 HOME PHONE: \_\_\_\_\_ JOB PHONE: 200-1643

SOLD BY: DAV DATE OF ORDER: 1/15/15  
 SCHEDULED INSTALL DATE: \_\_\_\_\_  
 SCHEDULED COMPLETION: \_\_\_\_\_  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_ OTHER \_\_\_\_\_

JOB LOCATION: COUNT HOUSE - C.A. OFFICE

CONTRACTOR: Ch BOB Nickman

ROOM	MFGR./DISTR.	STYLE NO.	PRODUCT NAME	COLOR NO.	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ-YD/FT	PRICE PER SQ-YD/FT	AMOUNT
1			Office Bolyu Tile 2x2 Tempo Ballroom Dance-apt.				15	19	40.30 <sup>sq</sup>		1225 60
2											w/EXTRA
4			Globe Bolyu Pressure Sensitive							1 PAIR 46A1	120.00
5			BASE Johnsonite 4 IN W/TOL 29 MOON ROCK							68' 2 <sup>sq</sup>	136 00
9										TEAM OUT	575 00
										REPAIR	25 00

TYPE FLOOR:  WOOD  CEMENT  
 FURNITURE:  YES  NO  
 APPLIANCES:  YES  NO  
 PREP: Remove old tile AND BASE

INSTALLATION INSTRUCTIONS:  
Repair sheet rock ON BOTTOM AFTER TILE BASE WAS REMOVE

**CUSTOMER READ BEFORE SIGNING:** Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customer measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF \_\_\_\_\_% (\_\_\_\_\_% PER ANNUM) will be charged to accounts past \_\_\_\_\_ days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

**PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.**

BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS. Sig: \_\_\_\_\_ DATE: \_\_\_\_\_

SUB-TOTAL	2131 60
INSTALL LABOR	350 00
SALES TAX	99 26
TOTAL	2580 86
DEPOSIT	
BALANCE DUE	

DATE COMPLETED AND PAID IN FULL: \_\_\_\_\_

**Thank You!**

ORIGINAL

**F  
L  
O  
O  
R  
I  
N  
G**



## AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### PROFESSIONAL SERVICES AGREEMENT NO. 080913-2 HIV CARE AND SERVICES

Effective April 01, 2013, Gila County and Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

**Amendment No. 1 to Professional Services Agreement 080913-2** was executed on March 10, 2014 to extend the contract term for one (1) additional year from April 01, 2014 to March 31, 2015.

The contract expires on March 31, 2015. Per page 5, Article X-Term, of the contract, Gila County may agree to renew the contract for as many as five (5) additional one (1) year periods.

**Amendment No. 2 to Professional Services Agreement No. 080913-2** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year from April 01, 2015 to March 31, 2016. Total annual compensation shall not exceed \$10,000.00, without written approval from the County.

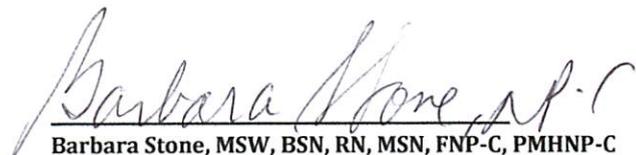
All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 01, 2015 to March 31, 2016 renewal period.

**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 27 day of MAY, 2015.

GILA COUNTY:

  
County Manager, Don E. McDaniel Jr.

CONTRACTOR:

  
Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C

Betty Hurst  
Gila County Finance  
1400 E. Ash Street  
Globe, AZ 85501

928 402-4355

bhurst@gilacountyaz.gov

Handwritten notes at the bottom of the page, including the number 1000000000 and other illegible text.

PROFESSIONAL SERVICES CONTRACT NO. 051515

OPERATIONAL REVIEW CONSULTANT

This Agreement is made by and between TD Government Solutions, Inc., hereinafter referred to as "Consultant," whose address is P.O. Box 4194, Apache Junction, Arizona, 85118 and Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County," whose main offices are located at 1400 E. Ash Street, Globe, AZ 85501. Consultant and County together shall be referred to as "Parties".

RECITALS

The Parties recite and declare:

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

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

SECTION ONE  
EMPLOYMENT AS CONSULTANT

- A. Consultant shall provide services to the County on an as needed basis. Consultant shall spend time on site in County offices as needed to do research, collect information, interview County staff and present findings and recommendations to County. Consultant may do research, data analysis and report preparation off site. Consultant shall respond to reasonable requests for advice, consultation and take action on matters of concern to County whether Consultant is physically located at the county offices or elsewhere. When not physically at the county offices, Consultant shall be available for consultation by electronic communications technology.
- B. County, acting by and through its Manager, shall have the power to determine the specific duties to be performed by Consultant and the terms for performance of such duties. These duties include the following:
  - Provide general consulting services for Gila County Departments including management audits, departmental performance reviews, employee training, employee performance reviews and analysis of county affiliated organizations as directed by the County Manager;

Section One (continued)...

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

SECTION TWO  
RELATIONSHIP

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

SECTION THREE  
COMPENSATION

- A. For services under and pursuant to this Agreement, Consultant shall be paid \$100 for each hour worked (billable hours), whether on site or off site.
- B. Consultant shall be paid mileage, including from Consultant's home to County offices, at the federal mileage rate allowance for business, which is set of this Agreement at \$.56 cents per mile.
- C. Consultant shall be reimbursed for hotel lodging, only if necessary and pre-approved by the County Manager.

Section Three (continued)...

- D. Payment for Consultant' services and associated expenses shall be made monthly in accordance with all of the provisions hereof and upon receipt of a properly completed invoice of billable hours, demand for payment of mileage accompanied by odometer mileage records and demand for payment of lodging expenses accompanied by receipts evidencing same.
- E. The total contract amount shall not exceed \$25,000.00, without prior written approval from the County.
- F. County reserves the right to withhold any or all payments or portions thereof for Consultant's failure to perform in accordance with any provision of this Agreement or any modifications hereof.

SECTION FOUR  
DURATION AND TERMINATION

- A. This Agreement shall commence upon May 13, 2015 and shall terminate May 12, 2016. Contract deliverables will be completed by deadlines and dates mutually agreed upon by Consultant and County during the contract period.
- B. In addition to terminating at the end of such period, this Agreement may be terminated as follows:
  - (i) By County or Consultant upon five (5) day written notification.
  - (ii) By mutual agreement of the parties.
  - (iii) If, through any cause, Consultant shall fail to fulfill in a timely and proper manner his or her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, County shall thereupon have the right to terminate, specifying the effective date thereof at least five (5) days before the effective date of such termination.
  - (iv) This Contract may be terminated in whole or in part by County in accordance with this clause if funding of County under a federal, state, or local grant or budgetary allocation is discontinued. Termination for convenience shall be effected by delivery to the Consultant at least five (5) working days prior to the termination date of a Notice of Termination for Convenience specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

SECTION FIVE  
CONFIDENTIALITY

- A. For the purposes of this Agreement, the term "Confidential Information" means all information disclosed to, or acquired by, the Consultant, its employees or agents in connection with, and during the term of this Agreement, including, without limiting the generality of the foregoing:
- (i) all items and documents prepared for, or submitted to, the Consultant in connection with this Agreement, and
  - (ii) all information specifically designated by the County as confidential;
- (iii) but shall not include any information which was known to the Consultant, its employees or agents prior to the date hereof, or which was publicly disclosed otherwise than by breach of this Agreement.
- B. Consultant acknowledges that pursuant to the performance of its obligations under this Agreement, it may acquire Confidential Information. The Consultant covenants and agrees, during the Term and following any termination of this Agreement, to hold and maintain all Confidential Information in trust and confidence for the County and not to use Confidential Information other than for the benefit of the County. Except as authorized in writing by the County, the Consultant covenants and agrees not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services are contemplated for the purposes of carrying out this Agreement, provided that such persons may agree in writing to be bound by, and comply with the provisions of this paragraph. The Consultant shall obtain similar covenants and agreements to those contained in this paragraph for the benefit of the County from each of its employees or agents who are, or may be, exposed to Confidential Information.

SECTION SIX  
WARRANTIES

Consultant represents and warrants as follows:

- A. That Consultant is under no obligation or restriction, nor will Consultant assume any such obligation or restriction, which would in any way interfere or be inconsistent with, or present a conflict of interest concerning the services to be furnished by Consultant under this Agreement.

Section Six (continued)...

- B. That all items delivered to the Consultant pursuant to this Agreement are original and that no portion of such items, or their use or distribution, violates or is protected by any copyright or similar right of any third party.
- C. That any information disclosed by the Consultant to the County is not confidential and/or proprietary to the Consultant and/or any third party.
- D. That all work and services performed under this Agreement shall be done in a good and workmanlike manner in accordance with the standards in the trade or industry.

SECTION SEVEN  
COMPLIANCE WITH LAWS

- A. Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations, codes and executive orders in the performance of its obligations under this Agreement, including those governing equal employment opportunity, immigration, nondiscrimination, affirmative action and the following:
  - (i) **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**  
County is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. County Consultants, subconsultants, vendors, and/or suppliers are subject to this ADA policy. All individuals having a County contractual agreement must make the same commitment. Your acceptance of this Contract acknowledges your commitment and compliance with ADA.
  - (ii) **WRITTEN ACKNOWLEDGEMENT OF FEDERAL OR STATE FUNDING (IF APPLICABLE):**  
All published materials, including printed products, publications, articles, medial events, news releases, written material related to public appearances or interviews, public service announcements or other activity related to this project shall reflect the relationship between County and the Federal or State awarding agency, and shall reflect the following statement in legible, easily readable print: *"This is being funded by a Contract under a grant to County from N/A\_\_\_\_\_. Funding is not an endorsement of any products, opinions or services. All N/A\_\_\_\_\_ funded programs are extended to the public on a non-discriminatory basis"*.
  - (iii) **NON-DISCRIMINATION REQUIREMENTS:**  
The Consultant, in compliance with Title VI of the Civil Rights Act of 1964, its amendments and other applicable regulations, statutes and executive orders, agrees that it shall not discriminate against any employee, subconsultant, applicant for employment or subconsultant bidder because of race, color, religion, sex, age, national origin, or disability.

- (iv) **EQUAL EMPLOYMENT OPPORTUNITY:**  
Consultant agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  
- (v) **COPELAND "ANTI KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 279C):**  
If this Contract exceeds all Contracts and sub grants of \$2,000 for construction or Consultant agrees to the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States:). The Act provides that each Consultant or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
  
- (vi) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333):**  
If this Contract is in excess of \$2,000 for construction or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, the Consultant agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surrounding or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or Contracts for transportation or transmission of intelligence.
  
- (vii) **CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTRACT ACT (33 U.S.C. 1251 et seq.) AS AMENDED:**  
If this Contract is in excess of \$100,000 the Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section Seven (continued)...

- (viii) **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):**  
Consultants who apply or bid for an award of \$100,000 or more complete the attached required certification. The Consultant certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
  
  - (ix) **DEBARMENT AND SUSPENSION (E.O.'S 12449 AND 12689):**  
No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12 689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Consultants declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds \$25,000.00, the Consultant shall complete the attached required certification regarding its exclusion status and that of its Consultant employees.
  
  - (x) **DAVIS-BACON ACT:**  
As amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Consultants shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- B. Consultant further agrees to hold harmless and indemnify the County against any loss or damage to include reasonable attorney's fees that may be sustained by reason of the failure of the Consultant or its employees, agents or subconsultants to comply with said laws, ordinances, rules, regulations, codes and executive orders.

SECTION EIGHT  
NOTICES

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

SECTION NINE  
INSURANCE

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

SECTION TEN  
INDEMNIFICATION

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

SECTION ELEVEN  
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

*Section Eleven (continued)...*

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

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

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

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

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

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

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

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

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

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

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

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

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.

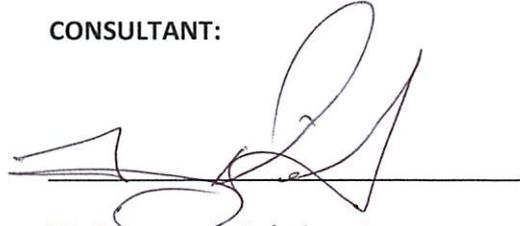
IN WITNESS WHEREOF, each party to this agreement has caused it to be executed as of the date of the last signature below.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

CONSULTANT:



TD Government Solutions, Inc.

DATE:

5/27/15



Printed Name and Title

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

1400 E. Ash Street  
Globe, AZ 85501

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 052815**  
**WEATHERIZATION PROJECT HH#4956**  
**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 2nd day of June, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, 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 Department** 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 052815** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 052815** 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 052815**, 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. **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](mailto: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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on June 3, 2015 and remains in effect through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$9,750.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

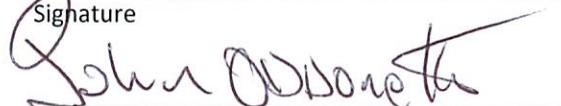
**IN WITNESS WHEREOF**, Service Agreement No. 052815 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**MOUNTAIN RETREAT BUILDERS LLC**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 6/2/15

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name

**Gila County Housing Services**

5515 S. Apache Ave.  
P.O. Box 1254  
Globe Az. 85502  
(928)425 - 7631



**SCOPE OF WORK**

Case Number:

Property Information:



Census: 2

Owner:



BID DATE: 5-20-2015

CONTRACTOR INFORMATION:

Name: Mountain Retreat Builders LLC

Address: 745 East Santa D  
GLOBE, AZ  
85501

Phone: 928-606-4679

Email: Jerry.Roy@GHC.com

BID TOTAL \$: 9,750<sup>00</sup>

Contractor Signature

\*\* In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. \*\*

**LINE ITEMS - COMPLETE WRITE-UP****General Requirements**

1

\$ 5**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2

\$ 0**Alternates and Suggestions**

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$ 0**performance**

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

**Mechanical**

4

\$ 800**REPLACE THE WINDOW COOLER.**

Replace the window cooler with same size or upgraded size. Must be on a metal stand and chain kit. Install new water valve and copper tubing to new float set water level. Interior cooler throat must be framed with wood and plexi glass used where possible for look retention. verify proper amp draw on new motor and alignments of pulleys.

5

\$ 1200**Remove Roof mounted cooler and jack.**

Remove the roof mounted cooler and Jack replace opening with proper material for leak proof seal all the way to the side of the home. also remove any electrical and or water line to old unit. fill duct with insulation and patch all old cooler registers with shower board and plastic trim sealed to ceiling.

6

\$ 2500**Install Furnace System Complete w/Ductwork etc.**

Install new furnace as specified including clean out, ductwork, thermostat, registers, flue liner and main disconnect to code.\*\*\*\*( Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, ENERGY STAR rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. This item will be considered incomplete and not paid without sizing specifications.

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuit with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit ( PMI )

7) recheck for gas leaks

maintain the ductwork for best possible efficiency, use a reduced pressure system if possible.  
size all ducts for best performance ( PMI ) and manual "J" for sizing and number of registers.

- 1) all ducting must be R-8 insulated and be attached every 4 ft minimum.
- 2) all joints in return air and supply ducts must be sealed
- 3) install a filter chamber with a cover
- 4) All room must have a register dedicated to them and install new adjustable grills
- 5) balance the entire system for correct air flow and room pressures.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Exterior Trim

7

\$ 800<sup>00</sup>

Install Skirt

Install galvanized corrugated metal to match the existing make sure to vent properly and screw to trailer and to lower ledger in which we need to install caulk all seams and make weather tight.

Insulation

8

\$ 2000<sup>00</sup>

Fiberglass Insulation, Floor - ( R19) Batt/Blk

Insulation shall be installed with vapor barrier facing conditioned area; Insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C665-86 or subsequently amended.

General Repairs

9

\$ 750<sup>00</sup>

Patch Holes (infiltration)

Patch all holes in sheet rock, walls in front closet wall into shower area patch from underneath stopping air flow from below also patch floors several places leak air in living room west wall kitchen in front of sink and in back bedroom at least 8 foot from entrance to middle of room and in back bathroom near floor register's, ceilings or any visible holes in the house, and damaged area from roof mounted evap cooler.

10

\$ 1000

Seal Windows / repair

*miss low cost no cost*

Seal all windows inside and out. Use caulking around all frames also replace any broken glass." THIS DOES NOT MEAN chalk widows closed."

Job Total Cost: \$ 9,750<sup>00</sup>

#11 Add 30 gallon hot water heater  
for trailer

\$ 1000<sup>00</sup>



## **AMENDMENT NO. 2**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### **LIMITED SERVICES CONTRACT POLYGRAPH TESTING**

#### **ADVANCE FORENSIC ASSESSMENTS, INC.**

Effective July 1, 2013, Gila County and Advance Forensic Assessments, Inc. entered into a contract whereby Advance Forensic Assessments, Inc. agreed to provide Professional Polygraph Testing as requested by Gila County Superior Court. Per Section 1.1, TERM OF CONTRACT, the contract period may be renewed by Gila County, for three (3) additional one (1) year periods.

Amendment No. 1 was executed on July 30, 2014 to extend the contract term for one (1) year from July 1, 2014 to June 30, 2015 with the total annual compensation of the contract not to exceed \$35,000.00.

The contract expires June 30, 2015. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2015, to June 30, 2016.

Amendment No. 2 will serve to extend the contract period from July 1, 2015 to June 30, 2016.

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, 2015 to June 30, 2016 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 2 day of JUNE, 2015.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

**ADVANCE FORENSIC ASSESSMENTS, INC.**

  
\_\_\_\_\_  
Authorized Signature

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](http://www.gilacountyaz.gov)

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 051315**  
**VEHICLE A/C MACHINE REPAIR**  
**AUTO/EQUIPMENT MAINTENANCE SHOP**

**THIS AGREEMENT**, made and entered into this 2nd day of June, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Tire Equipment Service, of the City of Phoenix, 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 **Auto Shop** 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 051315** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 051315** 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 051315**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

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

**3. Professional Liability (Errors and Omissions Liability)**

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

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed 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](mailto: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 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1,581.03 *if necessary*, for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 051315 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 6/2/15

**TIRE EQUIPMENT SERVICE**

  
Signature

FRANK J BURSON  
Print Name

TIRE EQUIPMENT SERVICE  
 4002 E. ELWOOD STREET  
 PHOENIX, AZ 85040  
 TEL (602)-437-0499  
 FAX (602)-437-9143  
 QUOTATION AND BID

TO: Gila County  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: 5-15-2015  
 REQUEST# \_\_\_\_\_

ATTN: NJKKJ Nweaver@gilacountyaz.com

This is our quotation as per your request dated: 5-15-15  
 For the following items:

QTY.	NUMBER	MODEL AND DESCRIPTION	NET UNIT PRICE	TOTAL PRICE
1	RA19865	Compressor		486.95
1	34724	Filter		78.95
1	90808	Vac oil		8.50
2	541384	Hoses	46.95	93.90
2	18190-A	Connectors	48.95	97.90
1	19867	Oil subject		16.95
2	RA20010	Solenoids	60.95	121.90
2	RA19100	Gauges	47.95	95.90

Travel 200.00  
 Labor 297.00  
 Parts 1002.95  
 Tax 83.08

Terms Net

Delivery 5 days After Receipt of P/O

Price Firm for 30 Days Total \$1581.03

Thank you for your request. We believe we can be of service to you.

Very truly yours,  
 TIRE EQUIPMENT SERVICE

per Frank J. Bursa



**AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

**SERVICE AGREEMENT NO. 021915  
MAJOR REHABILITATION PROJECT NO. HH#4055  
NOBLE BUILDING, LLC**

Effective February 24, 2015, Gila County and Noble Building, LLC entered into a contract whereby Noble Building, LLC agreed to provide labor and materials required for performing all work for construction in Rehabilitation Project No. HH#4055, in Globe, Arizona.

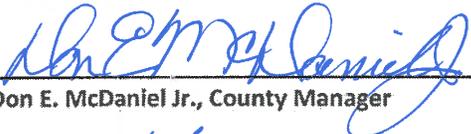
Service Agreement 021915 was issued for a total flat fee of \$49,102.00. Amendment No. 1 to Service Agreement 021915 is being issued to request an addition to the contract scope in the amount of Eight Hundred Fifty dollars and 00/100's (\$850.00), to install heat shields for fireplace, move gas line for range, perform additional drywall patches and install an additional sheet of siding. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement 021915 by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by \$850.00 for a new total contract amount of Forty-Nine Thousand, Nine Hundred Fifty-Two dollars and 00/100's (\$49,952.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the February 24, 2015 to June 30, 2015 term.

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 02ND day of JUNE, 2015.

GILA COUNTY:

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 6/2/15

NOBLE BUILDING, LLC

  
\_\_\_\_\_  
Signature

J. Byron Tarantous  
\_\_\_\_\_  
Print Name



236 W. Thompson Road  
PAYSON, AZ 85541

# Invoice

Date
5/14/2015

Bill To \_\_\_\_\_

Description	Qty	Rate	Amount
Extra work- Heat shields for fireplace, move gas line for range, additional drywall patches and additional sheet of siding.	1	850.00	850.00T
		<b>Subtotal</b>	<b>\$850.00</b>
		<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
		<b>Payments/Credits</b>	<b>\$0.00</b>
		<b>Balance Due</b>	<b>\$850.00</b>

Phone #	Fax #	E-mail
(928) 478-0059	(928) 441-1511	noblebuildingllc@yahoo.com

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 Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 052915**  
**WEATHERIZATION PROJECT NO. HH#3249**

**THIS AGREEMENT**, made and entered into this 2nd day of June, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction Inc. of the City of Miami, 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 for Weatherization Project HH#3249, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager 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 Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

**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](mailto: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 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall commence upon award and remain in effect from May 06, 2015 through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$6,350.00 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

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. 052915 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 6/2/15

**RODRIGUEZ CONSTRUCTION INC.**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Gila County Housing Services  
5545 S. Apache Ave.  
P.O. Box 1254  
Globe Az. 85502  
(928)425 - 7631

**SCOPE OF WORK**

Case Number:

BID DATE: 5/27/15**CONTRACTOR INFORMATION:**Name: Rodriguez Constructions, Inc.Address: P.O. Box 13Miami, AZ 85539Census: 4.5

Owner:

Voice: 928-425-7244email: info@rodriguez-az.comBID TOTAL \$: 6,350.00

Contractor Signature

\*\* In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. \*\*

Contractor Bid

Case#

Page# 2 of 3

Printed on: 8/27/2015 6:39:49 AM

**LINE ITEMS - COMPLETE WRITE-UP****General Requirments**

1

\$ 0**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2

\$ 0**Alternates and Suggestions**

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$ 0**Performance**

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

4

\$ 0**ALL LEAD WORK**

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 33, et.a.

**Mechanical**

5

\$ 2400**Remove cooler.**

Remove the cooler from the roof and install a new 4500 CFM window mount cooler in east side of the living room near the kitchen. Must have a new motor, pump and accessories also a new four legged stand and a second form of attachment. Roof Jack to old cooler and leg areas must be removed and seal the area with roofing material. check amps draws to confirm correct speed to unit. Patch roof with matching roofing materials.

6

\$ 1700**Install 14 SEER Split System**

Install 14 SEER Split System with power, gas and ducting to all rooms. Also High and CO Combustion air.

7

\$ 525

Contractor Bld	Case#	
		<b>Exhaust fan</b> Install a new ASHREA Fan such as a Panasonic FV-08VKM3 must be set at 40 CRM constant run.
		<b>Water Heater</b>
8		\$ <u>1475</u>
		<b>Replace water Heater</b> Remove and dispose of old unit and install new 30 gallon energy-efficient unit to code. 1) Include new shut off valve. 2) Install with new water flex lines. 3) Install a drain line from the pop-off valve to below the floor level, then horizontally in sight 4) Install to include dielectric unions 5) Install a new gas flex line. Replace the water heater as described. 6) Replace gas flex line and valve and prove pressure test and check for leaks.
9		\$ <u>350</u>
		<b>Seal cabinet</b> repair the water heater floor and seal the cabinet against air infiltration.
		<b>Weatherization</b>
10		\$ <u>650</u>
		<b>Patch Holes</b> Patch all holes in sheet rock, walls, floors, ceilings or any visible holes in the house to prevent any air
11		\$ <u>150</u>
		<b>Caulk Window</b> 2-WINDOWS Clean surface and caulk to provide leak-free seal according to Performance Manual guidelines.
12		\$ <u>150</u>
		<b>Fiberglass Insulation, Belly ( R-30) Batt/Bla</b> 10 S.F. Insulation shall be installed with vapor barrier facing conditioned area; insulation shall completely fill area between joists or studs and shall be secured with appropriate mechanical fasteners. Material shall meet ASTM C665-86 or as subsequently amended. must have a correctly installed belly pan insulation no gaps or voids and touching the air barrier. repair all areas. Only repair areas that need repair. look at center line
		<b>Cooling system</b>
13		\$ <u>250</u>
		<b>INSULATE DUCT- TRUNK LINE</b> 10 L.F. Provide and install poly/vinyl surfaced fiberglass insulation blanket material. Completely and neatly cover supply trunk from plenum to termination. Install per PMI and applicable codes.

Job Total Cost: \$ \_\_\_\_\_

14. Install 30 LF OF 4" Drip Edge S-Courses WITH  
ACrylic patching Compound, + 450

TOTAL COST \$ 14,050.00

- #6 A/C split system

- 7700.00

\*  
total

6,350.00

**ARF-3217**

**Regular Agenda Item 7. A.**

**Regular BOS Meeting**

Meeting Date: 06/23/2015

Submitted For: Robert Gould, Community Development Division Director

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

Department: Community Development Division

---

Information

Request/Subject

Appeal Hearing on Gila County Hearing Officer's Decision on Community Development Division Complaint No. CP1304-011

Background Information

On May 15, 2015, Gila County Hearing Officer Donald Voakes conducted a hearing on Gila County Community Development Division Complaint No. CP1304-011 regarding Assessor's parcel number 304-31-052J that is located at 226 East Sycamore Lane, Payson. The property is owned by Greystone Enterprises, Inc. in care of Jonathan Hepp, the owner of Greystone Enterprises, Inc. The case involved a violation of the Gila County Zoning Ordinance and the Gila County Lien and Clean Ordinance. A copy of the Civil Violation Decision, Order and Judgment resulting from the May 15th hearing is attached to this agenda item.

In accordance with Gila County Ordinance No. 05-01 - Gila County Hearing Officer Rules of Procedure, the defendant, Mr. Hepp, presented a written request to Gila County to appeal the Hearing Officer's decision before the Gila County Board of Supervisors.

Also in accordance with Ordinance No. 05-01, the record of this matter was presented to the Clerk of the Board on June 4, 2015. On June 10, 2015, a certified letter was mailed to Mr. Hepp notifying him of the hearing date, time and location. The letter also included notification to Mr. Hepp that he may submit additional written memoranda to the Clerk of the Board by no later than June 18, 2015, as to the reason the Board of Supervisors should affirm, modify, or reverse the decision of the Hearing Officer; however, the memoranda shall **not** raise new facts or issues not previously presented before the Hearing Officer.

Evaluation

Mr. Hepp has correctly followed the procedures outlined in Ordinance No. 05-01 to request a hearing before the Board of Supervisors regarding a decision rendered by the Gila County Hearing Officer on Community Development Division Complaint No. CP1304-011.

The Community Development Division has provided each Board member, Clerk of the Board, Deputy County Attorney/Civil Bureau Chief, and County Manager with a copy of the information pertaining to this case and known as the "record" per Gila County Ordinance No. 05-01.

### Conclusion

A hearing has been set for this date regarding the Gila County Hearing Officer's decision on Community Development Division Complaint No. CP1304-011.

### Recommendation

Staff would recommend that the Board of Supervisors uphold the decision rendered by the Hearing Officer

### Suggested Motion

**1:30 P.M.** - Information/Discussion/Action to affirm, modify or reverse the decision of the Gila County Hearing Officer regarding Community Development Division Complaint No. CP1304-011. **(Bob Gould)**

---

### Attachments

Certified Letter to Jonathan Hepp

Civil Violation Decision, Order and Judgment-Jonathan Hepp

---

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

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

**John D. Marcanti, District III**  
(928) 402-8726  
[jmarcanti@gilacountyaz.gov](mailto:jmarcanti@gilacountyaz.gov)



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

**Don E. McDaniel, Jr.,**  
**County Manager**  
(928) 402-4344  
[dmcdaniel@gilacountyaz.gov](mailto:dmcdaniel@gilacountyaz.gov)

**Marian Sheppard,**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[mshppard@gilacountyaz.gov](mailto:mshppard@gilacountyaz.gov)

June 10, 2015

**Certified Mail # 7014 1200 0001 1572 4423**

Greystone Enterprises, Inc.  
c/o Jonathan Hepp  
2307 Bollinger Crest Common  
San Ramon, CA 94583

RE: GILA COUNTY COMMUNITY DEVELOPMENT DIVISION CASE NO. CP1304-011

Dear Mr. Hepp:

I am in receipt of the Notice of Request for Appellate Review you submitted to appeal the Gila County Hearing Officer's decision on the above-referenced case before the Board of Supervisors.

Pursuant to **GILA COUNTY ORDINANCE 05-01, GILA COUNTY HEARING OFFICER RULES OF PROCEDURE**, the record of this matter was delivered to me on June 4, 2015. In accordance with Ordinance No. 05-01, please be advised that you are entitled to submit additional written memoranda to me by June 18, 2014, as to the reason the Gila County Board of Supervisors should affirm, modify, or reverse the decision of the Hearing Officer; however, your memoranda shall ***not*** raise new facts or issues not previously presented before the Hearing Officer.

The hearing for oral arguments before the Gila County Board of Supervisors is set for Tuesday, June 23, 2015, at 1:30 p.m., in the Board of Supervisors' hearing room located on the second floor at 1400 E. Ash Street, Globe, AZ, 85501. The meeting will also be conducted via video conference at 610 E. Highway 260, Board of Supervisors' conference room, Payson, Arizona. Oral arguments shall be limited to five (5) minutes.

Sincerely,

Marian Sheppard, Clerk of the Board

xc: B. Chambers, Deputy County Attorney/Civil Bureau Chief  
B. Gould, Community Development Division Director  
M. Chapman, Code Compliance Supervisor

Courtesy recordation  
**When recorded return to:**  
Gila County Community Development  
745 N Rose Mofford Way  
Globe, Arizona 85501

**GILA COUNTY COMMUNITY DEVELOPMENT DIVISION  
IN AND BEFORE THE HEARING OFFICER**

COUNTY OF GILA,

Plaintiff,

vs.

Greystone Enterprises Inc,  
c/o Jonathan Hepp,  
2307 Bolinger Crest Common  
San Ramon CA 94583

Defendant.

Violation No.: 103.1(D) and 103.1  
(E); Clean and Lien Ordinance #08-  
02 Part II: A. (1)  
Complaint No.: CP1304-011  
Tax Parcel No.: 304-31-052J

CIVIL VIOLATION DECISION,  
ORDER AND JUDGMENT

(The Honorable Donald Voakes)

THE MATTER HAVING BEEN HEARD, the Hearing Officer finds the following:

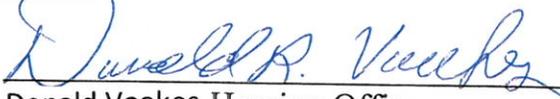
- 1 The Defendant was properly served according to the Gila County Hearing Officer Rules of Procedure (HOROP) creating personal jurisdiction over the Defendant.
- 2 The Defendant admitted responsibility for the above zoning violation.
- 3 The Defendants were duly notified of the date and time set for the hearing.
- 4 The Defendant appeared at said hearing.
- 5 Based on evidence such as photographs presented at hearing, the property/structure located at 226 E Sycamore Ln, Payson, AZ (Gisela) is in violation of Gila County Zoning Ordinance 103.1(D) and 103.1 (E) and Clean and Lien Ordinance #08-02 Part 11:A. (1).

6 The above-named Defendant is responsible for the zoning violations on this property.

IT IS THEREFORE ORDERED that the following judgments shall be entered against the above-named Defendant:

1. The Defendant shall be fined an immediate civil sanction of \$10,000 for said zoning violation.
2. The Defendant is ordered to bring the violating property into compliance with Gila County Zoning Ordinance by August 1, 2015. This includes:
  - A. Removal of Junk, Garbage and Debris left over from the motel.
  - B. Removal of the Steakhouse/Restaurant Structure or add the support to make the overall building safe, per county regulations. Before doing any work on the building, must contact the county to find out what is needed for Plan Submittal, etc., to comply with the Gila County Ordinances.
3. If this Civil Violation Decision, Order and Judgment are recorded with the Gila County Recorder's Office, the above-listed fines may be turned over to a collection agency for collection purposes.
4. The Defendant is ordered to appear before the Hearing Officer on August 7, 2015 at 9:00 A.M. at 608 E Hwy 260 in Payson, unless informed by the Code Compliance Officer or the Hearing Officer that the property complies with Gila County Zoning Ordinance and the complaint has been dismissed.

DATED this 15 day of MAY, 2015.

  
Donald Voakes, Hearing Officer  
Gila County Community Development