

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

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## **SPECIAL MEETING - TUESDAY, JULY 18, 2017 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
  - A. Information/Discussion to obtain public comment regarding the adoption of the final FY 2017-2018 Gila County Budget. **(James Menlove)**
  - B. Information/Discussion/Action to adopt Order No. LL-17-02, a liquor license application submitted by Nancy Kay Madrid for a person transfer of a Series 6 bar license with an interim permit to operate at the Shamrock Bar located in Claypool. **(Marian Sheppard)**
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 adopt the final FY 2017-2018 Gila County Library District Budget which is included as part of the FY 2017-2018 Gila County Budget. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**



- B. Information/Discussion/Action to adopt Resolution No. 17-07-01, which authorizes the adoption of the final FY 2017-2018 Gila County Budget in the amount of \$98,859,359. **(James Menlove)**
  - C. Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 070317 - On-Call Design and Architectural Services. **(James Menlove/Steve Sanders)**
  - D. Information/Discussion/Action to approve the amended Bylaws of the Gila County Community Action Program Advisory Board. **(Malissa Buzan)**
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 the Drug, Gang, and Violent Crime Control Grant Agreement (FY2018 Award Cycle 31-Grant No. DC-18-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$318,376 (\$127,351 in federal funds, \$111,432 in state funds and \$79,593 in matching funds from the County's General Fund) to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2017, through June 30, 2018.
  - B. Approval of a Special Event Liquor License Application submitted by the Scottsdale Charros, Inc. of Scottsdale, Arizona, to serve liquor at their 56th Annual Ride event on October 25 - 28, 2017, at the Cherry Creek Lodge on the Tilting H Ranch.
  - C. Approval of the July 11, 2017, Board of Supervisors' meeting minutes.



- D. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of June 12, 2017, through June 16, 2017; and June 19, 2017, through June 23, 2017.
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 A.R.S. §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 information presented.

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

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

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



**ARF-4387**

**Public Hearing 2. A.**

**Special BOS Meeting**

Meeting Date: 07/18/2017

Submitted For: James Menlove, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Fiscal Year: 2017-2018 Budgeted?: Yes

Contract Dates 07-01-17 to 06-30-18 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Public hearing regarding the final FY 2017-2018 Gila County Budget.

Background Information

On June 27, 2017, the Board of Supervisors adopted the tentative FY 2017-2018 Gila County Budget.

A.R.S. §42-17103 states, "*The governing body of each county, city or town shall publish the estimates of revenues and expenses, or a summary of revenues and expenses, and a notice of public hearing of the governing body to hear taxpayers and make tax levies at at designated times and places..*"

A summary of the revenues and expenses and a notice of public hearing was published in the Arizona Silver Belt newspaper, the official County newspaper for 2017 per statutory requirements. A copy of the tentative FY 2017-2018 Gila County Budget was mailed to each library within the County; a copy of the entire budget was posted on the County's website; and a copy was made available to the public at the Clerk of the Board's office.

Evaluation

N/A

Conclusion



A public hearing must be held by the Board of Supervisors to discuss and obtain public comment regarding the adoption of the final 2017-2018 fiscal year budget for Gila County. Immediately following the hearing, the Board of Supervisors will consider the adoption of the final FY 2017-2018 Gila County Budget.

Recommendation

N/A

Suggested Motion

Information/Discussion to obtain public comment regarding the adoption of the final FY 2017-2018 Gila County Budget. **(James Menlove)**

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Attachments

Notice of Public Hearing for Budget Adoption

Schedules A-G published with the Public Hearing Notice

Final Budget Presentation

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## **PUBLIC NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN** that pursuant to A.R.S. § 42-17103 through 42-17105, the Gila County Board of Supervisors will hold a public hearing and special meeting to discuss and obtain public comment regarding the adoption of the 2017-2018 fiscal year budget for Gila County.

Immediately following the hearing, the Board of Supervisors will adopt the 2017-2018 fiscal year budget.

All interested citizens are invited to attend the public hearing to discuss and obtain public comment regarding the adoption of the 2017-2018 fiscal year budget for Gila County. The public hearing will take place on Tuesday, July 18, 2017, at 10:00 a.m., or thereafter, at the Gila County Courthouse, Board of Supervisors' hearing room, 1400 East Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisors' conference room at the Payson County Complex, 610 E. Highway 260, Payson, Arizona.

A complete copy of the estimates of revenues and expenses shall be made available at the Gila County libraries, Clerk of the Board Department and on the County's website. The library addresses, County website address, and the summary of the estimates of revenues and expenses are attached to this notice.

**DATED AND POSTED** this 27<sup>th</sup> day of June 2017.

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Marian Sheppard, Clerk  
Gila County Board of Supervisors



Per A.R.S. § 42-17103, listed below are the Gila County library addresses and County website address where a complete copy of the Gila County 2017-2018 fiscal year budget estimates may be found.

Globe Public Library  
339 South Broad Street  
Globe, Arizona 85501

San Carlos Public Library  
San Carlos Avenue  
San Carlos, Arizona 85550

Hayden Public Library  
520 Velasco Avenue  
Hayden, Arizona 85235

Tonto Basin Public Library  
415 Old Highway 188  
Tonto Basin, Arizona 85553

Isabelle Hunt Memorial Public Library  
6124 N. Randall Place  
Pine, Arizona 85544

Young Public Library  
123 S. Midway Avenue  
Young, Arizona 85554

Miami Memorial Library  
282 S. Adonis Avenue  
Miami, Arizona 85539

Payson Public Library  
328 N. McLane Road  
Payson, Arizona 85541

Gila County Website [www.gilacountyaz.gov](http://www.gilacountyaz.gov)  
Under Offices/Depts. click on "Finance,"  
click on "Gila County Budgets," click on  
"Gila County Tentative Budget FY 2017 2018"



**GILA COUNTY**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2018**

Fiscal Year		S c h	FUNDS						
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund	Enterprise Funds Available	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	49,042,638	31,083,435	854,000	4,222,000	2,624,402	6,188,500	94,014,975
2017	Actual Expenditures/Expenses**	E	31,402,446	21,495,664	842,500	3,485,748	1,941,904	877,018	60,045,280
2018	Fund Balance/Net Position at July 1***		17,500,000	15,280,188		3,316,215	809,222	1,573,851	38,479,476
2018	Primary Property Tax Levy	B	20,195,437						20,195,437
2018	Secondary Property Tax Levy	B		1,168,829					1,168,829
2018	Estimated Revenues Other than Property Taxes	C	18,634,459	16,153,429		439,488	8,241	3,780,000	39,015,617
2018	Other Financing Sources	D							
2018	Other Financing (Uses)	D							
2018	Interfund Transfers In	D		2,885,155	852,500	1,074,405	2,959,007	1,675,000	9,446,067
2018	Interfund Transfers (Out)	D	6,791,144	979,923				1,675,000	9,446,067
2018	Reduction for Amounts Not Available:								
LESS:	Amounts for Future Debt Retirement								
2018	Total Financial Resources Available		49,538,752	34,507,678	852,500	4,830,108	3,776,470	5,353,851	98,859,359
2018	Budgeted Expenditures/Expenses	E	49,538,752	34,507,678	852,500	4,830,108	3,776,470	5,353,851	98,859,359

**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

	2017	2018
1. Budgeted expenditures/expenses	\$ 94,014,975	\$ 98,859,359
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	94,014,975	98,859,359
4. Less: estimated exclusions	53,130,250	56,835,254
5. Amount subject to the expenditure limitation	\$ 40,884,725	\$ 42,024,105
6. EEC expenditure limitation	\$ 41,535,973	\$ 42,024,105

\* 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).



**GILA COUNTY**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2018**

	<u>2017</u>	<u>2018</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 30,397,516	\$ 31,637,910
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	\$ 20,794,722	\$ 20,195,437
B. Secondary property taxes		
Gila County Library District	\$ 1,203,513	\$ 1,168,829
Fire District Assistance Tax	496,294	481,992
Pine SLID	2,270	2,270
East Verde SLID	4,531	4,531
Miami Garden SLID	2,903	2,903
Apache Hills SLID	5,105	5,105
Upper Glendale SLID	1,081	1,090
Midland City/Central Heights SLID	19,534	19,534
Claypool SLID	17,316	18,370
Total secondary property taxes	\$ 1,752,547	\$ 1,704,624
C. Total property tax levy amounts	\$ 22,547,269	\$ 21,900,061
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 19,414,294	
(2) Prior years' levies	285,109	
(3) Total primary property taxes	\$ 19,699,403	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,127,410	
(2) Prior years' levies	90,568	
(3) Total secondary property taxes	\$ 1,217,978	
C. Total property taxes collected	\$ 20,917,381	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax	0.1000	0.1000
(3) Total county tax rate	4.5325	4.5325
B. Special assessment district tax rates		
Secondary property tax rates		
Pine SLID	0.1791	0.1743
East Verde SLID	0.2569	0.2453
Miami Garden SLID	0.9598	1.0448
Apache Hills SLID	4.4371	4.2434
Upper Glendale SLID	1.2304	1.2207
Midland City/Central Heights SLID	0.5922	0.5893
Claypool SLID	0.4727	0.4456

\* 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.



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>GENERAL FUND</b>			
<b>Taxes</b>			
State Shared Sales Tax	\$ 5,511,830	\$ 5,414,633	\$ 5,750,420
County Excise Tax	2,870,000	2,967,764	3,086,474
Vehicle License Tax	1,779,300	1,734,140	1,803,505
<b>Licenses and permits</b>			
Building Permits	195,000	265,893	235,000
Mobile Home Permits	10,000	13,309	11,000
Planning & Zoning	10,000	14,775	11,000
Septic/Alternative Sewage Permits	107,000	159,570	119,000
Business/Franchise Licenses	80,000	71,755	80,000
<b>Intergovernmental</b>			
Federal PILT	3,484,080	3,484,080	3,549,485
SRP In Lieu	185,000	205,107	205,000
State Shared Liquor Licenses	12,000	11,170	12,000
State Shared County Assistance Fund (Lottery)	550,000	617,150	550,050
Child Support Entitlement Reimbursement	600,000		450,000
Intergovernmental Agreements	10,500		20,500
IGA JP Municipality Admin Court	248,000	205,693	248,000
IGA Sheriff Patrol	444,127		403,557
IGA Sheriff Detention	24,772	42,242	24,772
IGA Sheriff Dispatch	312,552	261,208	312,552
Federal Grants - Emergency Services	220,000		110,000
Federal & State Grants - Other	600,000		6,093
Rural Addressing		187	932
911 Administration	2,737	2,469	2,469
<b>Charges for services</b>			
Clerk of the Court Fees	142,363	91,068	52,460
Justice Court Fees	120,000	181,051	176,500
Recorder Fees	120,000	175,415	130,000
General Government Fees		11,179	16,300
JDC Correctional Housing	20,000	11,963	
Sheriff - Special Services	131,361	170,672	148,800
Sheriff - Impound Fees	5,125	227	1,000
Sheriff - Correctional Housing	130,000	123,170	120,000
Sheriff - Fees & Charges	4,000	913	1,000
Constable Fees	26,000	27,855	25,000
Sewage Plan Review	2,500	4,060	2,500
Public Fiduciary	45,000	43,248	45,000
Treasurer	40,000	5,577	10,000
Indigent Defense	6,500	943	
Other	5,000		
<b>Fines and forfeits</b>			
Justice Court Fines	370,000	317,385	375,000
Superior Court Fines	54,249	64,541	51,633
Other Fines	1,500	1,302	1,000
<b>Investments</b>			
Interest Income	100,000	136,590	100,000



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>Rents, royalties, and commissions</b>			
<b>Contributions</b>			
		152	47
<b>Miscellaneous</b>			
Sales of Equipment	5,000		25,000
Sales of Copies/Blueprints	5,200	9,619	5,200
Cost Sharing Reimbursements	11,200	43,005	6,210
Elections Reimbursements	12,346	57,971	45,000
Property Tax Penalties & Interest	305,000	276,783	305,000
<b>Total General Fund</b>	<b>\$ 18,919,242</b>	<b>\$ 17,225,834</b>	<b>\$ 18,634,459</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 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>SPECIAL REVENUE FUNDS</b>			
<b>Public Works Road Fund:</b>			
County Transportation Excise Tax	\$ 1,364,856	\$ 1,307,361	\$ 1,365,000
County Transportation Excise Tax Interest	15,600	22,991	20,000
Vehicle License Tax	1,020,000	933,050	1,020,000
Highway User Revenue Fund (HURF)	3,424,380	3,655,983	3,500,000
Licenses & Permits	1,904	4,172	2,700
Forest Fees (SRS)	46,000	50,000	50,000
Intergovernmental Agreements			
Interest	27,600	54,112	41,000
Miscellaneous	50,000	54,416	60,000
<b>Total</b>	<b>\$ 5,950,340</b>	<b>\$ 6,082,085</b>	<b>\$ 6,058,700</b>
<b>Public Health Fund:</b>			
Food Services Licenses	\$ 75,000	\$ 84,083	\$ 75,000
Charges for Services	65,000	58,575	65,000
Health Insurance Reimbursements	26,000	21,441	26,000
Miscellaneous	300	1,190	300
	<b>\$ 166,300</b>	<b>\$ 165,289</b>	<b>\$ 166,300</b>
<b>Other Special Revenue Funds:</b>			
Health & Emergency Services	\$	\$	\$
1009 - Rabies Control	105,800	89,436	103,850
1119 - Emergency Response			
1825 - Gila County Wellness Program	5,000	3,565	5,000
2516 - Health Services Special Projects			
2517 - HIV	4,561	3,915	4,561
2518 - WIC	317,625	158,199	318,000
2519 - TB	12,000	8,018	12,000
2521 - Community Health Grant	69,840	64,769	69,440
2524 - Immunization	134,000	85,034	123,666
2526 - Private Stock Vaccines	270,000	181,867	270,000
2527 - Population Health Initiative	53,198	40,948	66,322
2528 - Commodity Supplement Food Program	5,635	1,837	5,635
2529 - RXP OD Prevention	95,517	71,775	95,517
2530 - HIV Consortium	217,613	202,844	217,613
2550 - Public Health Emergency Preparedness	186,389	209,704	200,419
2552 - Tobacco Free Environment	125,550	92,411	125,550
2557 - Prop 201 Smoke Free AZ Act	51,160	43,750	51,160
2558 - Public Health Accreditation	47,968	45,340	47,090
2559 - Family Planning	20,400	19,720	20,400
2560 - Teen Pregnancy Prevention Services	191,710	185,621	191,710
2562 - Public Health in Action			
2564 - Cenpatico Prevention Services			
2565 - Neonatal Intensive Care Program			
2570 - Maternal & Child Home Visiting	25,500	(10,509)	
2571 - Supplemental Nutrition Assistance Ed	200,638	98,951	200,638
Community Services			
2000 - Housing	525,660	223,644	379,181
2001 - CAP	550,823	333,900	522,660
2002 - Housing Rehabilitation	414,044	125,017	319,946
2012 - GEST	624,624	455,194	649,286
2016 - Workforce Investment Programs			
2016 - Workforce Investment Act IV			



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
Gila County Sheriff's Office			
3001 - Drug Gang Violent Crime Control	252,687	178,149	238,782
3002 - Sheriff Vehicle Impound/Storage	10,000	4,175	5,000
3011 - Sheriff's Justice Enhancement	180,600	150,365	140,600
3012 - Sheriff Special Projects		70,000	5,000
3013 - Sheriff Seized Equipment Recapture	5,000		2,500
3014 - Immigration Enforcement		2,451	
3046 - Gila County Sheriff K9			
3047 - Gila County Sheriff DARE	2,000	1,769	2,000
3054 - Sheriff's Victim's Rights			
3055 - Sheriff's Commissary Fund	40,000	37,737	40,000
3061 - Sheriff BLESF Program	138,000	144,142	168,087
3064 - Marijuana Eradication	20,000		10,000
3067 - Methamphetamine Program			
3073 - Homeland Security 14 Sheriff			
3074 - HSGP - Critical Incident			
3075 - GOHS STEP Sheriff		11,000	16,535
3076 - HSGP - Dispatch Communications			
3077 - GOHS - DUI Enforcement Equipment		8,105	2,779
County Attorney			
3510 - IV-D Incentive/SSRE	166,000	(51,206)	163,000
3511 - Child Support Other Reimbursement			
3512 - Child Support Incentive Funds	32,000	18,213	24,000
3528 - County Attorney Residual Fund			
3531 - Attorney's Justice Enhancement	110,450	114,224	110,030
3541 - Victim Restitution/Subrogation	4,500	6,345	4,000
3542 - Diversion Program CA	70,000	55,265	60,000
3543 - County Anti-Racketeering	21,770	11,953	8,300
3544 - Cost of Prosecution Reimbursement	75,000	96,029	85,000
3545 - Bad Check County Attorney	2,100	2,962	2,500
3546 - DEA Federal Asset Forfeiture	30	43	45
3547 - Deferred Prosecution Program	8,900	24,060	15,000
3552 - County Attorney Fill The Gap	8,202	6,962	6,100
3553 - Fair & Legal Employment Act			
3557 - AG Victim Rights	33,000	33,900	30,000
3560 - Victim Compensation	60,000		44,000
3561 - Drug Prosecution Grant	60,000	43,766	60,000
3563 - Crime Victim Assistance Program	17,600	21,936	17,600



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
Probation			
4041 - Probation Class Materials			
4042 - Adult Probation Service Fees	130,000	202,374	180,000
4050 - Adult Drug Court	5,000	2,880	
4051 - Adult Intensive Probation Supervision	218,826	179,769	237,680
4053 - Adult JCEF IPS Assistance	23,222	11,161	23,250
4054 - CJEF S/Offender	10,000	8,930	8,930
4055 - Community Punishment Program	25,000	24,125	29,000
4056 - CJEF Substance Abuse	26,000	23,739	23,739
4057 - Drug Treatment Education	17,000	6,746	10,197
4059 - State Aid Enhancement	375,971	257,281	246,383
4071 - JPSF Treatment	64,013	84,504	84,504
4072 - JCEF ERE Assistant		119,687	157,585
4146 - Juvenile Diversion Fees	8,000	9,125	8,000
4147 - Juvenile Probation Service Fees	2,500	8,842	4,000
4148 - Juvenile Parental Reimbursement			
4150 - Juvenile Detention Alternatives		5,000	5,000
4151 - Juvenile Evening/Weekend Res Ctr	250,000	104,155	
4177 - Court Appointed Special Advocate	82,181	84,168	85,453
4178 - CASA Globe	61,790	56,790	63,038
4189 - Juvenile Drug Court	5,000	120	
4192 - Juvenile Crime Reduction Grant			
4193 - Family Counseling	5,000	8,912	8,912
4194 - Diversion Consequences	16,734	25,639	21,039
4195 - Diversion Intake	179,421	189,110	189,110
4196 - Juvenile Intensive Probation Services	122,950	129,466	131,405
4197 - Juvenile Standards Probation	98,741	100,233	105,233
Superior Courts			
4501 - Law Library	28,000	30,346	28,000
4502 - Conciliation Court Fund	14,000	15,344	15,000
4540 - Local Aid to Indigent Defense			
4541 - Local State Aid to Courts	30	49	40
4542 - Local Probate Assessment Fee	10,147	10,441	10,150
4553 - State Aid to Courts	4,020	7,633	7,770
4555 - Drug Enforcement/Superior Court			
4556 - Field Trainer	4,556		25,000
4559 - Children's Issues Education	6,544	7,323	6,750
4566 - Domestic Relations & Mediation	1,930	1,618	1,630
4569 - Aid to Indigent Defense	635	893	800
4574 - Superior Court Cost of Prosecution	45,000	53,185	45,000
4575 - DES Access Visitation	6,400	14,403	10,000
4577 - Court Improvement Project	16,228	17,062	17,728
4578 - Expedited Child Support/Visit	3,500	2,876	3,150
4579 - Dependency Surge		7,735	
Justice Courts			
4740 - Globe Justice Court Surcharge	10,000	7,079	8,000
4741 - Payson Justice Court Surcharge	8,000	8,103	
4742 - FARE Globe JP			2,500
4743 - Fill the Gap			1,000
4744 - Fill the Gap Payson JP			



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
Clerk of the Court			
4840 - Cost of Prosecution-Clerk of the Court	9,277	9,998	8,069
4841 - Expedited Child Support	2,975	2,747	2,043
4842 - Document Conversion Superior Court	12,241	11,989	9,963
4844 - Spousal Maintenance Enforcement	1,093	1,109	844
4846 - JCEF Surcharge Clerk of the Sup Crt	14,639	17,139	13,580
4847 - Family Law Commissioner	89		
4848 - Fill the Gap Clerk of the Court	10,630		
Superintendent of Schools			
5510 - Gila County Education Services			
5520 - Special School Reserve Agency			
Library District			
6000 - Library District Grants	180,000	117,804	173,000
6010 - Library Assistance	114,087	65,514	82,387
Other PW			
6511 - Tonto Creek Bridge	300,662		
6512 - Young 512 Road			250,000
6513 - Intergovernmental Agreements	350,000	502	
6570 - Waste Tire Fund	124,000	81,989	159,000
6593 - TE Sidewalks Six Shooter			
6594 - TE Sidewalks Main			15,000
General Government			
1820 - CC Revolving			2,028,000
7144 - Recorder's Suspense Account			
7145 - Recorder/Document System	50,000	43,822	50,000
7146 - Recorder Mine Claim Surcharge	65	38	65
7147 - Computer System Recorder	10,000	71,211	15,000
7350 - Help America Vote Act			
7351 - HHS Polling Place Accessibility			
7430 - Treasurer Taxpayer Information Fund	7,000	5,780	6,000
7494 - EECO	50,000		50,000
7496 - Southern Gila Economic Development		20,908	
7498 - Agency Pass Through Grants			
<b>Total</b>	\$ 8,696,191	\$ 6,004,691	\$ 9,928,429
<b>Total Special Revenue Funds</b>	\$ 14,812,831	\$ 12,252,065	\$ 16,153,429
<b>DEBT SERVICE FUNDS</b>			
	\$	\$	\$
<b>Total Debt Service Funds</b>	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>			
1007.341 - Vehicle Replacement	\$ 370,000	\$ 314,032	\$ 439,488
<b>Total Capital Projects Funds</b>	\$ 370,000	\$ 314,032	\$ 439,488



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>INTERNAL SERVICE FUNDS</b>			
Facilities Management	\$ 128,683	\$ 11,878	\$ 8,241
Fairgrounds Rental	8,000		
<b>Total Permanent Funds</b>	<b>\$ 136,683</b>	<b>\$ 11,878</b>	<b>\$ 8,241</b>
<b>ENTERPRISE FUNDS</b>			
6850 - Recycling & Landfill Management	\$ 1,603,000	\$ 1,716,326	\$ 3,780,000
6855 - Russell Gulch Expansion Reserve			
6856 - Buckhead Mesa Expansion Reserve			
<b>Total Enterprise Funds</b>	<b>\$ 1,603,000</b>	<b>\$ 1,716,326</b>	<b>\$ 3,780,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 35,841,756</b>	<b>\$ 31,520,135</b>	<b>\$ 39,015,617</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**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2018**

<b>FUND</b>	<b>OTHER FINANCING 2018</b>		<b>INTERFUND TRANSFERS 2018</b>	
	<b>SOURCES</b>	<b>&lt;USES&gt;</b>	<b>IN</b>	<b>&lt;OUT&gt;</b>
<b>GENERAL FUND</b>				
	\$	\$	\$	\$
1005.201 - Debt Service				852,500
1007.103 - Elections				65,588
1007.201 - Computer Services				300,000
1007.207 - Computer Services Lease				93,817
1007.300 - GCSO				40,000
1007.300 - GCSO Globe Jail				55,000
1007.341 - Animal Control Facility				125,000
1007.341 - GCSO Jail Boiler Repair				100,000
1007.341 - PW Cross Boundaries				30,000
1007.341 - PW Michaelson Facia				20,000
1007.341 - Courthouse Remodel PY				245,000
1008.404 - Health Services Operating				515,549
1008.405 - Environmental Health Op				40,930
1009.404 - Rabies Control Operating				319,012
1115.106 - EMS Natural Resources CIP				250,000
1124.201 - Court Security Operating				201,560
2000.171 - Housing Grant Match				47,000
3001.300 - Violent Crime Grant Match				79,594
3509.305 - IV-D Child Support Grant				232,000
3561.301 - CA Drug Prosecution Grant				20,100
3563.301 - CA Victim Assistance Grant				10,300
4501.337 - Law Library Operating				41,787
4502.303 - Conciliation Court Operate				66,400
4556.333 - Field Trainer Operating				31,000
6010.600 - Library District				50,000
6870.341 - Fleet Vehicles				500,000
6880.341 - Facilities Mgmt. Jail Op				327,515
6880.341 - Facilities Mgmt. Operating				2,131,492
<b>Total General Fund</b>	\$	\$	\$	\$ 6,791,144



**GILA COUNTY**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2018**

FUND	OTHER FINANCING 2018		INTERFUND TRANSFERS 2018	
	SOURCES	<USES>	IN	<OUT>
<b>SPECIAL REVENUE FUNDS</b>				
	\$	\$	\$	\$
1007.103 - Elections (1005)			65,588	
1007.201 - Computer Services (1005)			300,000	
1007.207 - Computer Services (1005)			93,817	
1007.300 - GCSO (1005)			40,000	
1007.300 - GCSO Globe Jail (1005)			55,000	
1007.341 - Animal Control (1005)			125,000	
1007.341 - GCSO Boiler Repair (1005)			100,000	
1007.341 - Cross Boundaries (1005)			30,000	
1007.341 - Michaelson Facia (1005)			20,000	
1007.341 - Courthouse Remodel (1005)			245,000	
1008.404 - Health Services (1005)			515,549	
1008.405 - Environmental Health (1005)			40,930	
1009.404 - Rabies Control (1005)			319,012	
1115.106 - EMS Natural Res (1005)			250,000	
1124.201 - Court Security (1005)			201,560	
2000.171 - Housing Grant Match (1005)			47,000	
3001.300 - Violent Crime Grant (1005)			79,594	
3509.305 - IV-D Child Support (1005)			232,000	
3561.301 - CA Drug Prosecution (1005)			20,100	
3563.301 - CA Victim Assistance (1005)			10,300	
4501.337 - Law Library Operating (1005)			41,787	
4502.303 - Conciliation Court (1005)			66,400	
4556.333 - Field Trainer (1005)			31,000	
6010.600 - Library District (1005)			50,000	
6511 - Tonto Creek Bridge (6510)			25,000	
6512 - Young 512 Road (6510)			350,000	
6513 - Intergovernmental Projects (6510)			486,496	
6594 - TE Sidewalks Main (6510)			103,427	
6510 - PW Transportation Tax (6594)			15,000	
6510 - PW Transportation Tax (6511)				25,000
6510 - PW Transportation Tax (6512)				350,000
6510 - PW Transportation Tax (6513)				486,496
6510 - PW Transportation Tax (6594)				103,427
6594 - TE Sidewalks Main (6510)				15,000
6870.341 - Fleet Vehicles (1005)			500,000	
6880.341 - Facilities Mgmt. Jail (1005)			327,515	
6880.341 - Facilities Mgmt. (1005)			2,131,492	
<b>Total Special Revenue Funds</b>	\$	\$	\$ 6,918,567	\$ 979,923

**SCHEDULE D**



**GILA COUNTY**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2018**

<b>FUND</b>	<b>OTHER FINANCING 2018</b>		<b>INTERFUND TRANSFERS 2018</b>	
	<b>SOURCES</b>	<b>&lt;USES&gt;</b>	<b>IN</b>	<b>&lt;OUT&gt;</b>
<b>DEBT SERVICE FUNDS</b>				
1005.201 - Debt Service	\$	\$	\$ 852,500	\$
<b>Total Debt Service Funds</b>	\$	\$	\$ 852,500	\$
<b>CAPITAL PROJECTS FUNDS</b>				
	\$	\$	\$	\$
<b>Total Capital Projects Funds</b>	\$	\$	\$	\$
<b>INTERNAL SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Permanent Funds</b>	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>				
6856 - Buckhead Mesa Reserve (6855)	\$	\$	\$ 1,675,000	\$
6855 - Russell Gulch Reserve (6856)				1,675,000
<b>Total Enterprise Funds</b>	\$	\$	\$ 1,675,000	\$ 1,675,000
<b>TOTAL ALL FUNDS</b>				
	\$	\$	\$ 9,446,067	\$ 9,446,067



**GILA COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2018**

<b>FUND/DEPARTMENT</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2017</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2018</b>
<b>GENERAL FUND</b>				
101 - Board of Supervisors	\$ 1,108,180	\$	\$ 1,146,966	\$ 1,306,973
103 - Elections	413,944		349,461	411,484
106 - Emergency Management	246,250		260,806	227,551
107 - Human Resources	775,622		645,164	825,932
108 - Community Development	1,099,514		876,640	1,127,644
115 - GIS Rural Addressing	52,758		39,042	56,855
120 - Recorder	702,175		574,584	712,235
143 - Administrative Services	133,229		121,257	142,543
201.140 - General Administration	522,161			895,322
201.140 - AHCCCS/ALTCS	3,525,800		3,392,976	3,778,700
201.141 - Contingency	386,380			400,000
201.142 - Professional Services	370,500		491,778	736,800
201.201 - Finance	934,540		857,989	957,250
201.610 - Community Agencies	242,500		217,451	201,000
203 - Treasurer	509,048		446,977	525,193
207 - Computer Services	821,167		753,345	1,041,060
221 - Assessor	1,062,457		905,278	1,108,429
300 - Sheriff	12,275,291		10,902,675	12,666,451
301 - County Attorney	2,066,728		1,782,348	2,438,550
302 - Clerk of Superior Court	1,403,046		1,185,240	1,544,253
305 - Child Support Enforcement	842,769		554,011	
311 - Globe Justice Court	616,675		546,793	677,889
314 - Payson Justice Court	565,955		531,015	603,658
321 - Globe Constable	145,308		146,424	166,346
324 - Payson Constable	180,898		174,505	190,011
329 - Court Information System	197,526		75,087	
331 - Superior Court Division I	178,608		153,006	162,265
332 - Superior Court Division II	176,197		163,166	157,894
333 - Superior Court General	926,892		679,663	904,350
335 - Probation	953,815		748,437	966,981
336 - Juvenile Detention	1,335,112		856,819	830,055
341.104 - Flood Plain Management	202,102		183,538	215,740
345 - Indigent Legal Defense	1,265,500		1,246,270	1,289,430
406 - Pubic Fiduciary	420,421		419,001	478,781
541 - Constituent Services I	90,000		76,468	90,000
542 - Constituent Services II	90,000		82,351	90,000
543 - Constituent Services III	90,000		73,210	90,000
702 - Superintendent of Schools	389,378		329,280	375,296
1115.201 - Indirect Costs	(1,325,808)		(586,575)	(1,354,169)
<b>Total General Fund</b>	<b>\$ 35,992,638</b>	<b>\$</b>	<b>\$ 31,402,446</b>	<b>\$ 37,038,752</b>
<b>RESERVES</b>				
201 - Reserves	\$ 13,050,000	\$	\$	\$ 12,500,000
<b>Total General Fund Reserves</b>	<b>\$ 13,050,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 12,500,000</b>



**SPECIAL REVENUE FUNDS**

101 - Board of Supervisors	\$	50,000	\$		\$	50,000
103 - Elections		75				
106 - Emergency Management		259,316			106,243	89,100
107 - Human Resources		1,005,000			5,023,176	5,313,740
120 - Recorder		328,259			135,035	422,969
171 - Community Services		2,299,596			1,458,596	2,089,860
201 - Community Services		300,000				
201 - Finance						300,000
201 - Finance		289,460			1,947,098	2,001,560
203 - Treasurer		24,677			9,659	13,817
221 - Assessor		148,478			21,588	99,687
300 - Sheriff		1,527,741			532,406	761,128
301 - County Attorney		2,129,433			687,965	1,795,198
302 - Clerk of Superior Court		244,510			43,017	228,914
305 - Child Support Enforcement		1,577,129			282,235	2,216,275
311 - Globe Justice Court		64,790				33,387
314 - Payson Justice Court		154,464			19,292	
333 - Superior Court General		577,850			242,198	514,458
335 - Probation		1,931,663			1,402,067	1,684,429
336 - Juvenile Detention		205,837			88,348	
341 - Public Works		11,031,152			5,183,112	10,917,218
341 - Special Districts		51,129			46,922	51,129
404 - Health		4,041,019			2,858,509	4,144,257
600 - Library District		1,890,804			1,407,774	1,830,552
702 - Superintendent of Schools		6,910			424	
999 - Other		994,218				
<b>Total Special Revenue Funds</b>	\$	31,083,435	\$		\$	21,495,664
					\$	34,507,678

**DEBT SERVICE FUNDS**

1005.201.355 - Debt Service	\$	854,000	\$		\$	842,500
					\$	852,500
<b>Total Debt Service Funds</b>	\$	854,000	\$		\$	842,500
					\$	852,500

**CAPITAL PROJECTS FUNDS**

201 - Capital Projects	\$	6,735,520	\$		\$	3,485,748
999 - Other		(2,513,520)				
<b>Total Capital Projects Funds</b>	\$	4,222,000	\$		\$	3,485,748
					\$	4,830,108

**INTERNAL SERVICE FUNDS**

341 - Facilities, Fleet & Fuel	\$	3,938,173	\$		\$	1,941,904
999 - Other		(1,313,771)				
<b>Total Internal Service Funds</b>	\$	2,624,402	\$		\$	1,941,904
					\$	3,776,470

**ENTERPRISE FUNDS**

341 - Recycling & Landfill Mgmt.	\$	6,188,500	\$		\$	877,018
					\$	5,353,851
<b>Total Enterprise Funds</b>	\$	6,188,500	\$		\$	877,018
					\$	5,353,851

**TOTAL ALL FUNDS** \$ 94,014,975 \$ 60,045,280 \$ 98,859,359

\* 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.



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2018**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2017</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2018</b>
Board of Supervisors (101)				
1005 - General Fund	\$ 1,108,180	\$	\$ 1,146,966	\$ 1,306,973
1005.201 - GF Community Services	242,500		217,451	201,000
1005.541 - GF Constituent Services 1	90,000		76,468	90,000
1005.542 - GF Constituent Services 2	90,000		82,351	90,000
1005.543 - GF Constituent Services 3	90,000		73,210	90,000
7494.316 - EECO	50,000			50,000
<b>Department Total</b>	<b>\$ 1,670,680</b>	<b>\$</b>	<b>\$ 1,596,446</b>	<b>\$ 1,827,973</b>
Reserves (102)				
1003 - CIP Reserve	\$ 3,050,000	\$	\$	\$ 2,500,000
1004 - Rainy Day Fund	5,000,000			5,000,000
1006 - Cash Flow Reserve	5,000,000			5,000,000
<b>Department Total</b>	<b>\$ 13,050,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 12,500,000</b>
Elections (103)				
1005 - General Fund	\$ 413,944	\$	\$ 349,461	\$ 411,484
7351 - HHS Polling Place Assembly	75			
<b>Department Total</b>	<b>\$ 414,019</b>	<b>\$</b>	<b>\$ 349,461</b>	<b>\$ 411,484</b>
Emergency Services (106)				
1005 - General Fund	\$ 246,250	\$	\$ 260,806	\$ 227,551
1119 - Emergency Response	259,316		106,243	89,100
<b>Department Total</b>	<b>\$ 505,566</b>	<b>\$</b>	<b>\$ 367,049</b>	<b>\$ 316,651</b>
Human Resources (107)				
1005 - General Fund	\$ 775,622	\$	\$ 645,164	\$ 825,932
1825 - Gila County Wellness Program	5,000		632	5,000
1828 - Gila County Insurance Pool			5,022,544	4,308,740
1115.107 - CPI/Performance Adjustment	1,000,000			1,000,000
<b>Department Total</b>	<b>\$ 1,780,622</b>	<b>\$</b>	<b>\$ 5,668,340</b>	<b>\$ 6,139,672</b>
Community Development (108)				
1005 - General Fund	\$ 1,099,514	\$	\$ 876,640	\$ 1,127,644
<b>Department Total</b>	<b>\$ 1,099,514</b>	<b>\$</b>	<b>\$ 876,640</b>	<b>\$ 1,127,644</b>
GIS - Rural Addressing (115)				
1005 - General Fund	\$ 52,758	\$	\$ 39,042	\$ 56,855
<b>Department Total</b>	<b>\$ 52,758</b>	<b>\$</b>	<b>\$ 39,042</b>	<b>\$ 56,855</b>
Recorder (120)				
1005 - General Fund	\$ 702,175	\$	\$ 574,584	\$ 712,235
7144 - Recorder's Suspense Account	24,669			
7145 - Recorder Document System	75,914		36,737	182,319
7146 - Recorder Mine Claim Surcharge	1,102			1,177
7147 - Computer System Recorder	226,574		98,298	239,473
<b>Department Total</b>	<b>\$ 1,030,434</b>	<b>\$</b>	<b>\$ 709,619</b>	<b>\$ 1,135,204</b>



Administrative Services (143)					
1005 - General Fund	\$	133,229	\$	121,257	\$ 142,543
Department Total	\$	133,229	\$	121,257	\$ 142,543
Community Services (171)					
2000 - Housing	\$	572,660	\$	469,552	\$ 373,313
2001 - CAP		645,440		479,263	738,992
2002 - Housing Rehabilitation		414,044		64,292	314,906
2012 - GEST		667,452		445,489	662,649
Department Total	\$	2,299,596	\$	1,458,596	\$ 2,089,860
Finance (201)					
1005 - General Fund	\$		\$		
1005.201.140 - General Fund, General Admin		522,161			895,322
1005.201.140 - GF, AHCCCS/ALTCS		3,525,800		3,392,976	3,778,700
1005.201.142 - GF, Professional Services		370,500		491,778	736,800
1005.201.201 - General Fund, Finance		934,540		857,989	957,250
1005.201.355 - General Fund, Debt Services		854,000		842,500	852,500
1005.201.141 - General Fund Contingency		386,380			400,000
1005.201 - GF Community Services		300,000			
1007.201 - Community Services					300,000
1111 - Indirect Costs		(1,325,808)		(586,575)	(1,354,169)
1124 - Superior & JP Court Security		289,460		183,722	201,560
1820 - Credit Card Revolving				1,763,376	1,800,000
Department Total	\$	5,857,033	\$	6,945,766	\$ 8,567,963
Treasurer (203)					
1005 - General Fund	\$	509,048	\$	446,977	\$ 525,193
7430 - TIF (Taxpayer Information Fund)		24,677		9,659	13,817
Department Total	\$	533,725	\$	456,636	\$ 539,010
Computer Services (207)					
1005 - General Fund	\$	821,167	\$	753,345	\$ 1,041,060
Department Total	\$	821,167	\$	753,345	\$ 1,041,060
Assessor (221)					
1005 - General Fund	\$	1,062,457	\$	905,278	\$ 1,108,429
7143 - Assessor's Surcharge		148,478		21,588	99,687
Department Total	\$	1,210,935	\$	926,866	\$ 1,208,116
Sheriff (300)					
1005 - General Fund	\$	12,275,291	\$	10,902,675	\$ 12,666,451
6880.341 - Sheriff Jail Maintenance		290,015			
3001 - Drug Gang Violent Crime Control		387,868		299,407	327,999
3002 - Sheriff Vehicle Impound/Storage					5,000
3011 - Sheriff's Justice Enhancement		345,770		65,432	140,000
3012 - Sheriff Special Projects		33,421		16,173	5,000
3013 - Sheriff Seized Equipment Recapture		68,325			2,500
3014 - Immigration Enforcement		13,554			13,554
3047 - Gila County Sheriff DARE		6,597		1,136	2,000
3054 - Sheriff's Victim's Rights		1,529			1,529
3055 - Sheriff's Commissary Fund		162,814		4,620	35,885
3061 - Sheriff BLESF Program		165,795		117,834	179,518
3064 - Marijuana Eradication		33,224		8,892	10,000
3067 - Methamphetamine Program		18,829			18,829
3075 - GOHS STEP Sheriff				10,788	16,535
3077 - GOSH - DUI Enforcement Equipment				8,124	2,779
Department Total	\$	13,803,032	\$	11,435,081	\$ 13,427,579



County Attorney (301)				
1005 - General Fund	\$	2,066,728	\$	1,782,348
3528 - County Attorney Residual Fund		116,560		315
3531 - Attorney's Justice Enhancement		229,593		172,229
3541 - Victim Restitution/Subrogation		70,000		12,700
3542 - Diversion Program CA		403,489		200,934
3543 - County Anti-Racketeering		349,995		75,631
3544 - Cost of Prosecution Reimbursement		461,602		83,259
3545 - Bad Check County Attorney		38,809		
3546 - DEA Federal Asset Forfeiture		7,872		
3547 - Deferred Prosecution Program		91,818		
3552 - County Attorney Fill The Gap		74,853		
3553 - Fair & Legal Employment Act		60,988		
3557 - AG Victim Rights		68,903		43,810
3560 - Victim Compensation		60,000		
3561 - Drug Prosecution Grant		69,018		74,561
3563 - Crime Victim Assistance Program		25,933		24,526
<b>Department Total</b>	\$	<u>4,196,161</u>	\$	<u>2,470,313</u>
Clerk of the Superior Court (302)				
1005 - General Fund	\$	1,403,046	\$	1,185,240
4840 - Cost of Prosecution-Clerk of the Court		38,339		7,980
4841 - Expedited Child Support		23,764		
4842 - Document Conversion Superior Court		56,139		6,584
4844 - Spousal Maintenance Enforcement		20,072		
4846 - JCEF Surcharge Clerk of the Sup Crt		92,667		28,453
4847 - Family Law Commissioner		2,899		
4848 - Fill the Gap Clerk of the Court		10,630		
<b>Department Total</b>	\$	<u>1,647,556</u>	\$	<u>1,228,257</u>
Child Support Enforcement (305)				
1005 - General Fund	\$	842,769	\$	554,011
3509 - IV-D Child Support Enforcement				
3510 - IV-D Incentive/SSRE		298,594		168,462
3511 - Child Support Other Reimbursement		798,535		89,570
3512 - Child Support Incentive Funds		480,000		24,203
<b>Department Total</b>	\$	<u>2,419,898</u>	\$	<u>836,246</u>
Globe Justice Court (311)				
1005 - General Fund	\$	616,675	\$	546,793
4740 - Globe Justice Court Surcharge		64,790		
4742 - FARE				
4743 - Fill the Gap				
<b>Department Total</b>	\$	<u>681,465</u>	\$	<u>546,793</u>
Payson Justice Court (314)				
1005 - General Fund	\$	565,955	\$	531,015
4741 - Payson Justice Court Surcharge		154,464		19,292
<b>Department Total</b>	\$	<u>720,419</u>	\$	<u>550,307</u>
Globe Constable (321)				
1005 - General Fund	\$	145,308	\$	146,424
<b>Department Total</b>	\$	<u>145,308</u>	\$	<u>146,424</u>
Payson Constable (324)				
1005 - General Fund	\$	180,898	\$	174,505
<b>Department Total</b>	\$	<u>180,898</u>	\$	<u>174,505</u>
Court Information Systems (329)				
1005 - General Fund	\$	197,526	\$	75,087
<b>Department Total</b>	\$	<u>197,526</u>	\$	<u>75,087</u>

**SCHEDULE F**



Superior Court Division I (331)						
1005 - General Fund	\$	178,608	\$	153,006	\$	162,265
Department Total	\$	178,608	\$	153,006	\$	162,265
Superior Court Division II (332)						
1005 - General Fund	\$	176,197	\$	163,166	\$	157,894
Department Total	\$	176,197	\$	163,166	\$	157,894
Superior Courts General (333)						
1005 - General Fund General	\$	926,892	\$	679,663	\$	904,350
4501 - Law Library		65,606		66,642		71,186
4502 - Conciliation Court Fund		73,800		67,650		77,100
4541 - Local State Aid to Courts		8,823				8,831
4542 - Local Probate Assessment Fee		47,160		14,945		24,409
4553 - State Aid to Courts		47,433		7,321		54,933
4556 - Field Trainer		3,063		10,623		56,199
4559 - Children's Issues Education		20,941		7,975		7,665
4566 - Domestic Relations & Mediation		8,361		2,255		3,876
4574 - Superior Court Cost of Prosecution		242,424		36,864		165,949
4577 - Court Improvement Project		31,081		16,525		22,505
4578 - Expedited Child Support/Visit		29,158		3,795		21,805
4579 - Dependency Surge				7,603		
Department Total	\$	1,504,742	\$	921,861	\$	1,418,808
Probation (335)						
1005 - General Fund	\$	953,815	\$	748,437	\$	966,981
4042 - Adult Probation Service Fees		376,139		175,012		224,711
4050 - Adult Drug Court		5,000		3,856		
4051 - Adult Intensive Probation Supervision		216,621		180,988		234,244
4053 - Adult JCEF IPS Assistance		23,222				
4054 - CJEF S/Offender		10,000		8,930		8,930
4055 - Community Punishment Program		25,000		25,953		29,000
4056 - CJEF Substance Abuse		26,000		22,028		23,739
4057 - Drug Treatment Education		17,000		12,139		10,197
4059 - State Aid Enhancement		381,105		345,323		417,368
4071 - JPSF Treatment		68,556		78,144		92,358
4146 - Juvenile Diversion Fees		59,296				36,435
4147 - Juvenile Probation Service Fees		106,943		1,675		25,000
4150 - Juvenile Detention Alternatives				3,996		5,000
4177 - Court Appointed Special Advocate		90,495		69,494		92,991
4178 - CASA - Globe		61,790		56,556		64,382
4189 - Juvenile Drug Court		5,000		3,868		
4193 - Family Counseling		5,000		8,922		8,912
4194 - Diversion Consequences		17,129		30,418		23,173
4195 - Diversion Intake		194,306		173,818		208,905
4196 - Juvenile Intensive Probation Services		133,038		108,127		70,161
4197 - Juvenile Standards Probation		110,023		92,820		108,923
Department Total	\$	2,885,478	\$	2,150,504	\$	2,651,410
Juvenile Detention (336)						
1005 - General Fund	\$	1,335,112	\$	856,819	\$	830,055
4151 - Juvenile Evening/Weekend Res Ctr		205,837		88,348		
Department Total	\$	1,540,949	\$	945,167	\$	830,055



Public Works (341)								
1005.104 - Flood Plain Management	\$	202,102	\$	\$	183,538	\$	215,740	
6500 - Public Works		5,279,159			3,542,525		5,181,584	
6510 - PW 1/2 Cent Transportation Tax		4,618,696			1,344,187		4,368,707	
65XX - Tonto Creek Bridge		300,662					25,000	
6512 - Young 512 Road							600,000	
6513 - Intergovernmental Projects		610,106			55,941		486,496	
6570 - Waste Tire Fund		176,486			98,010		152,004	
6593 - TE Sidewalks Six Shooter		16,337			2,542			
6594 - TE Sidewalks Main		29,706			139,907		103,427	
1007 - Capital Projects		5,013,520			2,719,545		4,580,108	
1115 - Non-Capitalized Projects		1,722,000			766,203		250,000	
6850 - Recycling & Landfill Management		3,817,090			895,143		3,387,442	
6855 - Russell Gulch Expansion Reserve		2,071,410			(33,000)		291,409	
6856 - Buckhead Mesa Expansion Reserve		300,000			14,875		1,675,000	
6860 - Fuel Management		697,723			17,999		636,563	
6870 - Fleet Management		649,708			82,496		734,254	
6880 - Facilities Management		2,590,742			1,841,409		2,405,653	
7510 - Pine SLID		1,770			1,624		1,770	
7511 - Apache Hills SLID		3,039			2,788		3,039	
7512 - Upper Glendale/Central Heights		1,293			1,187		1,293	
7513 - East Verde Park SLID		4,063			3,723		4,063	
7514 - Miami Gardens SLID		2,911			2,671		2,911	
7515 - Midland/Central Heights SLID		15,614			14,330		15,614	
7516 - Claypool/Lower Miami SLID		22,439			20,599		22,439	
Department Total	\$	28,146,576	\$		\$	11,718,242	\$	25,144,516
Indigent Legal Defense (345)								
1005 - General Fund	\$	1,265,500	\$		\$	1,246,270	\$	1,289,430
4540 - Local Aid to Indigent Defense		5						5
4569 - Aid to Indigent Defense		171,349						172,000
Department Total	\$	1,436,854	\$		\$	1,246,270	\$	1,461,435
Health (404)								
1008 - Health Services Fund	\$	966,558	\$		\$	612,324	\$	746,984
1009 - Rabies Control		414,459				375,427		423,080
2517 - HIV		4,653				4,003		4,561
2518 - WIC		329,022				262,649		371,649
2519 - TB		49,280				9,655		49,267
2521 - Community Health Grant		71,779				72,145		74,142
2524 - Immunization		348,358				96,622		543,660
2526 - Private Stock Vaccines		410,000				134,638		506,341
2527 - Population Health Initiative		70,626				77,947		68,869
2528 - Commodity Supplement Food Program		5,985				3,000		6,166
2529 - RXP OD Prevention		95,992				120,063		114,085
2530 - HIV Consortium		222,258				196,825		217,613
2550 - Public Health Emergency Preparedness		212,653				259,038		200,648
2552 - Tobacco Free Environment		130,393				132,869		154,196
2557 - Prop 201 Smoke Free AZ Act		54,913				47,484		46,709
2558 - Public Health Accreditation		97,221				36,162		149,526
2559 - Family Planning		31,016				17,092		51,065
2560 - Teen Pregnancy Prevention Services		234,330				206,616		191,632
2562 - Public Health in Action						29		
2565 - Neonatal Intensive Care Program		26,570				9,447		23,354
2569 - Maternal & Child Health						261		
2570 - Maternal & Child Home Visiting		81,522				23,548		
2571 - Supplemental Nutrition Assistance Ed		183,431				160,665		200,710
Department Total	\$	4,041,019	\$		\$	2,858,509	\$	4,144,257
Public Fiduciary (406)								
1005 - General Fund	\$	420,421	\$		\$	419,001	\$	478,781
Department Total	\$	420,421	\$		\$	419,001	\$	478,781

**SCHEDULE F**



Library (600)						
6000 - Library District Grants	\$	186,577	\$	126,404	\$	174,393
6010 - Library Assistance		1,704,227		1,281,370		1,656,159
Department Total	\$	1,890,804	\$	1,407,774	\$	1,830,552
Superintendent of Schools (702)						
1005 - General Fund	\$	389,378	\$	329,280	\$	375,296
5510 - Gila County Education Services		1,311		424		
5520 - Special School Reserve		5,599				
Department Total	\$	396,288	\$	329,704	\$	375,296

\* 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.



**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2018**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2,018.00</b>	<b>Employee Salaries and Hourly Costs 2018</b>	<b>Retirement Costs 2018</b>	<b>Healthcare Costs 2018</b>	<b>Other Benefit Costs 2018</b>	<b>Total Estimated Personnel Compensation 2018</b>
<b>GENERAL FUND</b>						
<b>1005 General Fund</b>						
101 Board of Supervisors	13.98	\$ 859,332	\$ 121,212	\$ 110,472	\$ 70,114	\$ 1,161,129
103 Elections	4.01	181,528	20,053	31,392	14,678	247,651
106 Emergency Management	2.60	108,504	12,478	20,405	8,641	150,028
107 Human Resources	5.00	264,754	30,447	35,316	21,415	351,932
108 Community Development	15.49	748,504	82,371	117,720	62,931	1,011,526
115 GIS Rural Addressing	1.00	32,504	3,738	7,848	2,553	46,643
120 Recorder	11.00	378,142	52,731	86,328	30,482	547,683
143 Administrative Services	3.00	87,559	10,069	24,744	6,877	129,250
201 Finance	13.00	576,645	66,314	105,948	45,841	794,748
203 Treasurer	6.01	286,494	41,501	47,088	23,332	398,415
207 Computer Services	8.59	476,318	54,777	68,122	38,240	637,457
221 Assessor	17.00	648,995	83,008	134,016	54,407	920,427
300 Sheriff	146.32	6,461,178	1,607,738	1,133,123	758,755	9,960,795
301 County Attorney	25.35	1,580,635	197,205	200,909	126,149	2,104,899
302 Clerk of Superior Court	22.48	888,420	111,126	172,656	68,586	1,240,788
305 Child Support Enforcement	13.00	520,361	59,841	102,024	40,793	723,019
311 Globe Justice Court	10.50	445,793	58,826	78,480	35,788	618,887
314 Payson Justice Court	9.06	408,566	57,052	70,632	32,712	568,962
321 Globe Constable	2.50	105,914	22,067	15,696	8,801	152,478
324 Payson Constable	2.49	123,144	20,976	15,696	10,091	169,908
331 Superior Court Div I	3.00	119,042	13,690	15,696	4,586	153,014
332 Superior Court Div II	2.00	116,536	13,402	15,696	4,393	150,027
333 Superior Court General	9.78	628,434	68,084	70,632	49,917	817,067
335 Probation	11.88	554,677	88,754	93,234	44,872	781,537
336 Juvenile Detention	11.24	429,020	91,139	80,677	36,516	637,352
341.104 Flood Plain Mgmt	2.00	131,749	15,151	15,696	11,172	173,769
406 Public Fiduciary	7.00	297,005	34,156	54,936	24,176	410,272
702 School Superintendent	6.41	265,488	22,493	50,798	21,646	360,424
<b>Total General Fund</b>	<b>385.69</b>	<b>\$ 17,725,240</b>	<b>\$ 3,060,399</b>	<b>\$ 2,975,981</b>	<b>\$ 1,658,464</b>	<b>\$ 25,420,083</b>



**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2018**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2,018.00</b>	<b>Employee Salaries and Hourly Costs 2018</b>	<b>Retirement Costs 2018</b>	<b>Healthcare Costs 2018</b>	<b>Other Benefit Costs 2018</b>	<b>Total Estimated Personnel Compensation 2018</b>
<b>SPECIAL REVENUE FUNDS</b>						
1008.404 Health Service Fund	8.58	\$ 400,517	\$ 46,059	\$ 67,336	\$ 32,064	\$ 545,976
1008.405 Health Service Fund	1.50	60,425	6,707	11,772	4,835	83,739
1009.404 Rabies Control	6.23	201,941	23,147	48,658	19,172	292,918
2000 Housing	3.08	126,110	14,503	24,172	10,339	175,124
2001 CAP	6.15	234,306	26,945	48,265	18,759	328,274
2002 Housing Rehabilitation	2.20	88,546	10,183	17,266	7,463	123,457
2012 GEST	11.39	410,249	45,983	87,270	34,320	577,821
2517 HIV	0.05	2,075	239	392	166	2,872
2518 WIC 10.557	6.54	231,081	24,539	47,480	18,447	321,547
2519 TB	0.08	3,862	444	628	310	5,244
2521 Community Health Grant	1.25	36,982	4,253	9,810	2,961	54,006
2524 Immunization	1.99	71,227	8,191	15,618	5,661	100,698
2528 Commodity Supp Food Prg 10.565	0.05	1,619	186	392	129	2,327
2529 RXP - Presc Drug OD Prevention	1.30	48,905	5,624	10,202	3,895	68,627
2530 HIV Consortium	2.05	77,531	8,916	16,088	6,213	108,748
2550 Public Hlth Emerg Preparedness	1.25	49,539	5,697	9,810	3,891	68,937
2552 Tobacco Free Environment	1.75	61,528	7,076	13,734	4,929	87,267
2557 Prop 201 Smoke Free AZ Act	0.75	33,965	3,179	5,886	2,724	45,754
2558 Public Health Accreditation	0.15	14,762	1,698	1,177	1,252	18,888
2559 Family Planning	0.05	2,474	285	392	198	3,350
2560 Teen Pregnancy Prevention Svcs	3.35	99,690	11,464	26,291	7,943	145,388
2571 Supp Nutrition Asst Prog Ed	1.00	44,423	5,109	7,848	3,489	60,869
3001 Drug Gang Violent Crime Control	3.08	188,170	92,947	24,133	22,748	327,997
3055 Sheriff's Commissary Fund	0.13	6,500			511	7,011
3061 Sheriff BLESF Program	2.00	100,039	51,470	15,696	12,313	179,518
3510 IV D Incentive/SSRE	2.00	78,045	8,975	15,696	61,118	163,834
3511 Child Support Other Reimb	1.00	71,324	8,202	7,848	95,591	182,965
3531 Attorney's Justice Enhancement	3.00	139,502	10,935	24,744	16,043	191,224
3542 Diversion Program CA	3.75	155,174	17,845	31,392	12,163	216,575
3544 Cost of Prosecution Reimb Fund	3.00	117,925	12,822	15,696	9,244	155,687
3547 Deferred Prosecution Program	1.00	38,512	4,429	7,848	3,019	53,808
3557 A G Victim Rights	0.90	34,635	3,983	7,063	2,715	48,396
3561 Drug Prosecution Grant	1.00	60,576	6,966	7,848	4,748	80,139
3563 Crime Victim Assistance Prog	0.50	19,870	1,860	3,924	1,558	27,212
4042 Adult Probation Service Fees	3.00	137,424	26,117	23,544	11,722	198,807
4051 Adult Intensive Prob Supervision	3.50	159,479	33,532	28,008	13,224	234,243
4059 State Aid Enhancement	6.59	292,459	48,573	52,018	24,315	417,366
4071 JPSF Treatment	1.00	58,019	13,542	7,848	4,949	84,357
4146 Juvenile Diversion Fees	0.25	7,944	914	1,962	613	11,433
4177 Court Appointed Spec Advocate	1.50	61,561	7,079	11,772	4,752	85,165
4178 CASA - Globe	1.00	43,912	5,050	7,848	3,390	60,200
4194 Diversion Consequences	0.20	6,234	717	1,570	481	9,002

**SCHEDULE G**



**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2018**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2,018.00</b>	<b>Employee Salaries and Hourly Costs 2018</b>	<b>Retirement Costs 2018</b>	<b>Healthcare Costs 2018</b>	<b>Other Benefit Costs 2018</b>	<b>Total Estimated Personnel Compensation 2018</b>
4195 Diversion Intake	2.80	140,893	31,039	21,974	11,496	205,402
4196 Juvenile Intensive Prob Superv	1.00	43,461	10,144	7,848	3,707	65,160
4197 Juvenile Standards Probation	1.50	65,547	7,538	12,372	5,465	90,922
4501 Law Library	1.00	30,479	3,505	7,848	2,353	44,185
4556 Field Trainer	1.00	40,554	4,664	7,848	3,131	56,197
4577 Court Improvement Project	0.50	15,585	1,792	3,924	1,203	22,504
4840 Cost of Prosecution Clrk Sup Crt	0.01	10,000	936		772	11,708
4842 Document Conversion Sup Crt	0.01	10,000			772	10,772
6000 Library District Grants	0.92	36,025	1,028	1,491	2,830	41,374
6010 Library Assistance	4.31	259,229	29,811	33,825	20,995	343,861
6500 Public Works	69.08	2,840,228	324,755	536,064	315,687	4,016,734
6570 Waste Tire Fund	1.17	42,995	4,944	9,182	4,053	61,175
<b>Total Special Revenue Funds</b>	<b>182.44</b>	<b>\$ 7,614,057</b>	<b>\$ 1,036,541</b>	<b>\$ 1,409,322</b>	<b>\$ 866,842</b>	<b>\$ 10,926,761</b>
<b>DEBT SERVICE FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Debt Service Funds</b>		\$	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>						
6850 Recycling & Ldfl Mngmt	11.83	\$ 437,411	50,302	96,766	52,356	636,835
<b>Total Enterprise Funds</b>	<b>11.83</b>	<b>\$ 437,411</b>	<b>\$ 50,302</b>	<b>\$ 96,766</b>	<b>\$ 52,356</b>	<b>\$ 636,835</b>
<b>INTERNAL SERVICE FUND</b>						
6860 Fuel Management	0.50	\$ 20,815	2,394	3,924	1,765	28,898
6870 Fleet Management	3.50	151,384	17,409	28,068	14,432	211,293
6880 Facilities Management	22.86	810,307	168,112	100,688	73,945	1,153,052
<b>Total Internal Service Fund</b>	<b>26.86</b>	<b>\$ 982,505</b>	<b>187,915</b>	<b>132,680</b>	<b>90,143</b>	<b>1,393,242</b>
<b>TOTAL ALL FUNDS</b>	<b>606.82</b>	<b>\$ 26,759,213</b>	<b>\$ 4,335,157</b>	<b>\$ 4,614,748</b>	<b>\$ 2,667,804</b>	<b>\$ 38,376,922</b>





# **FY 2017-18 Final Budget Overview**

## **July 18, 2017**





# Board Direction

- ❖ No increase in County property tax rate
- ❖ Operate within reduction in property tax revenue resulting from decreased Net Assessed Valuations
- ❖ Maintain public service levels
  - ❖ Law enforcement
  - ❖ Judicial
  - ❖ Landfill
  - ❖ Community services
  - ❖ Criminal prosecution
  - ❖ Roads
  - ❖ Health services
- ❖ Provide for a balanced budget





# **FY 2017-18 Budget Assumptions**

- ❖ **Overall decrease in Net Assessed Valuations**
- ❖ **No increase in County property tax rate**
- ❖ **Decrease in property tax revenue**
- ❖ **FY18 personnel budgets adjusted to reflect salary increases**
- ❖ **No new full-time equivalents (FTEs) overall**
- ❖ **FY18 operating budgets to remain flat**





# Budget Process Accomplishments

- ❖ Prepared budget on modified accrual basis of accounting
- ❖ Continued to improve communication and transparency
- ❖ Hosted two public forums in Globe and Payson
- ❖ Identified areas for future process improvement
- ❖ More informative and user-friendly budget book coming early October





# Summary of Final Budget

- ❖ **County property tax rate – No change**
- ❖ **County property tax revenue – Decrease 2.9%**
- ❖ **Overall authorized positions – Decrease 26.67 FTE**
  - ❖ General Fund FTEs – decreased 30.96
- ❖ **Budget prepared on modified accrual basis of accounting**
  - ❖ Same basis as our fund based financial statements
  - ❖ Revenues are estimated for the fiscal year if amounts can be determined and will be collected during the fiscal year
  - ❖ Expenditures budgeted as liabilities that are expected to be incurred





# Summary of Final Budget

## ❖ Credit card purchases

- ❖ Paid by Finance and charged out to other departments
- ❖ In FY 2016-17 budget, these purchases were netted to \$0
- ❖ In FY 2017-18 budget, they are reflected as both revenue and expense of \$1,800,000

## ❖ Insurance premiums

- ❖ Paid by Human Resources and charged out to other departments
- ❖ In FY 2016-17 budget, these purchases were netted to \$0
- ❖ In FY 2017-18 budget, they are reflected as both revenue and expense of \$4,398,845





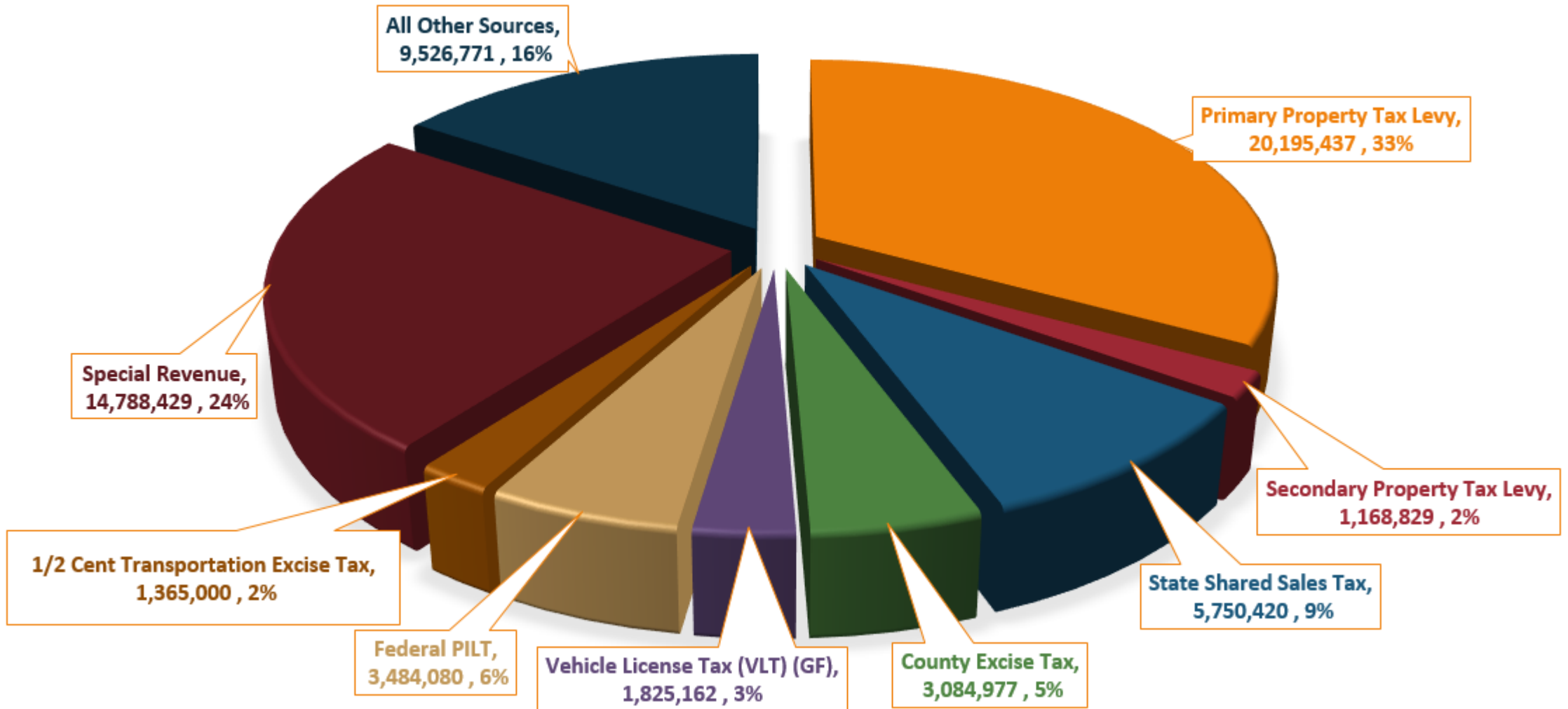
# Summary of Final Budget

Impact of Accounting Changes	
FY 2017-18 Total Budget	98,859,359
FY 2016-17 Total Budget	94,014,975
Total budget increase	4,844,384
ACCOUNTING CHANGES	
Credit card purchases	1,800,000
Insurance	4,398,845
Total accounting changes	6,198,845
Impact of accounting changes	(1,354,461)
% change from FY 2016-17	(1.4%)





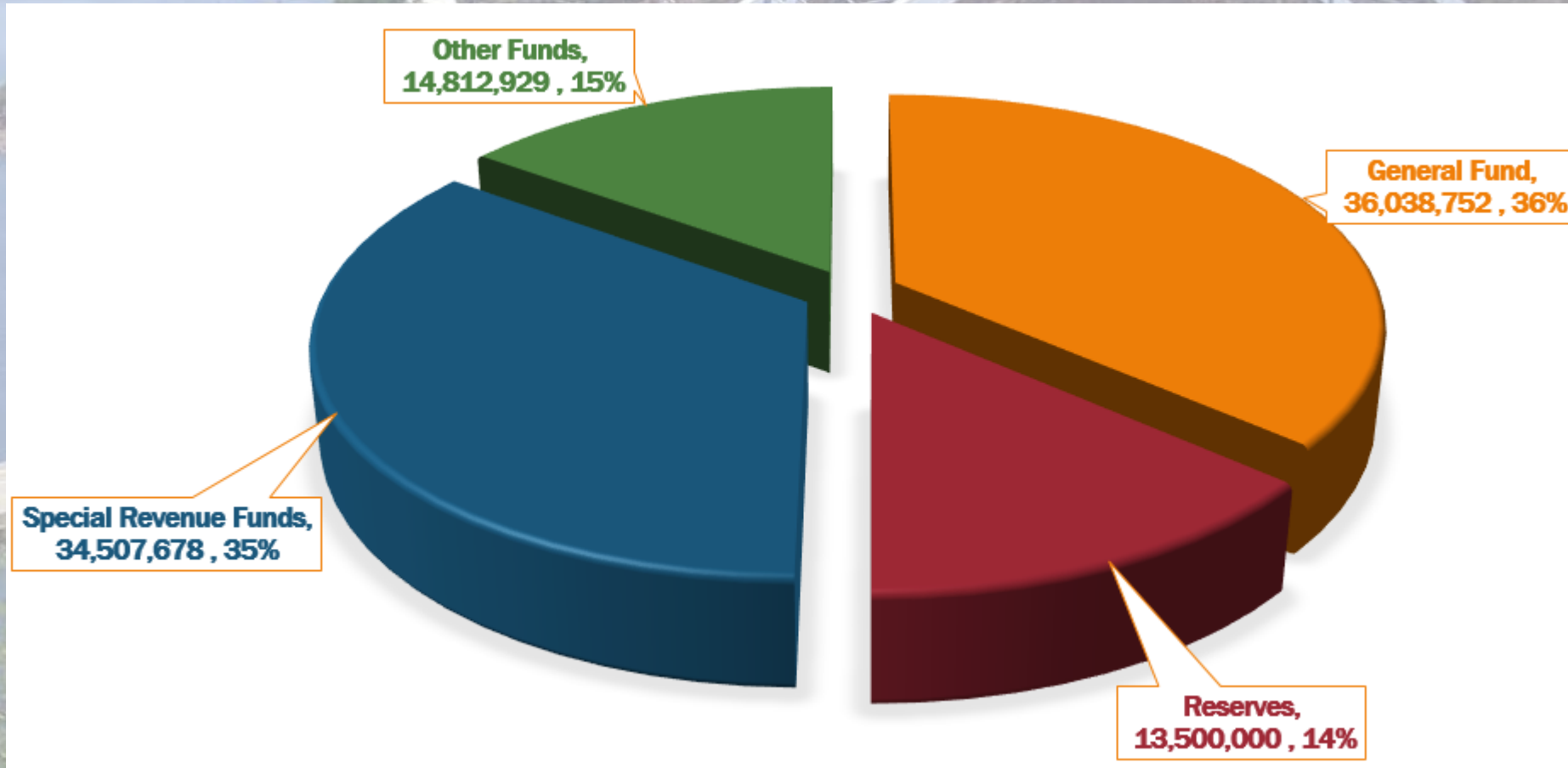
# FY 2017-18 Budgeted Revenues







# FY 2017-18 Budgeted Expenditures All Funds







# FY 2017-18 Budgeted Expenditures

## Departmental Functions

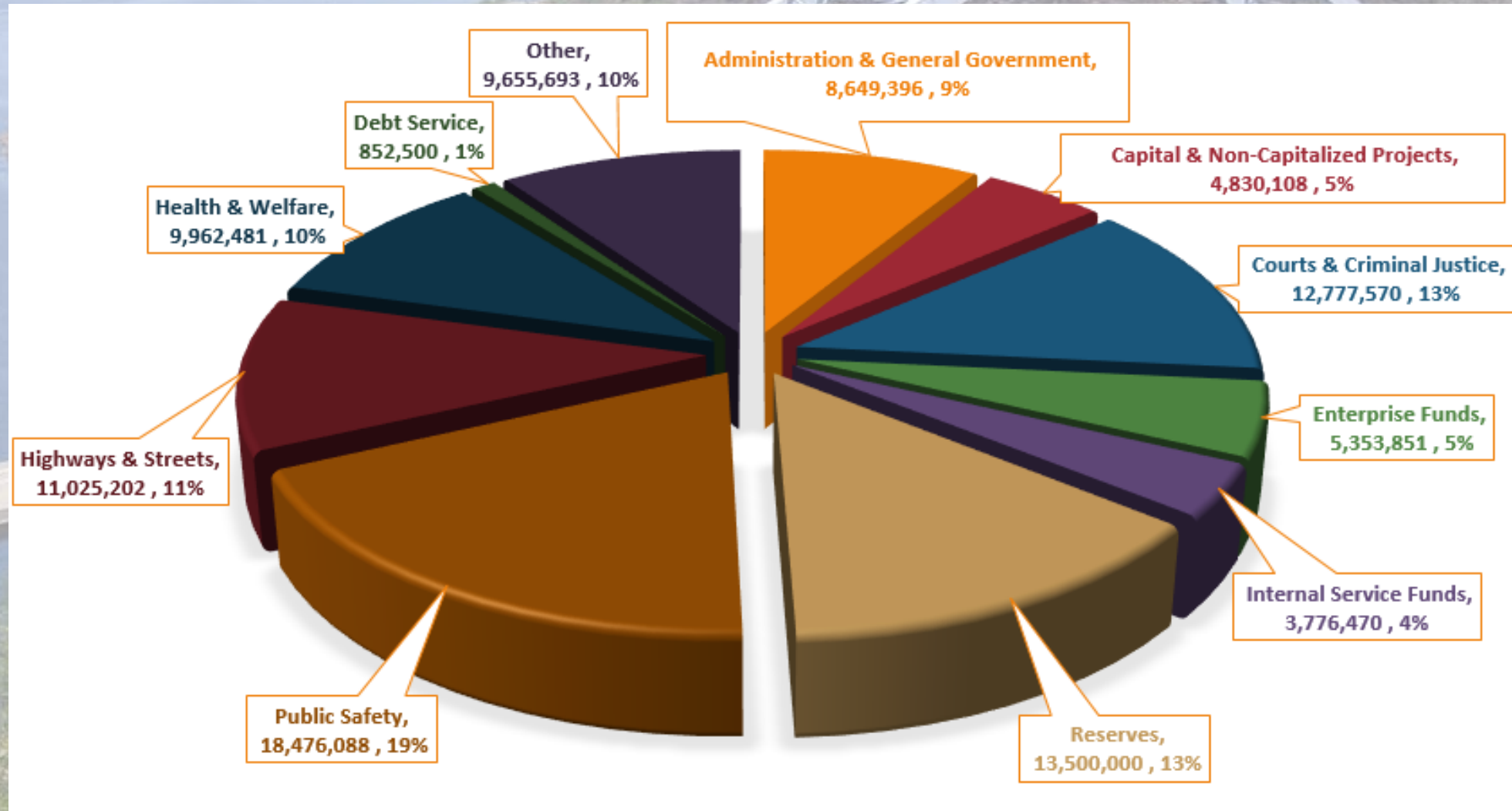
General Government	Public Safety	Highways & Streets	Health & Welfare	Debt Service	Other
<ul style="list-style-type: none"> <li>Board of Supervisors</li> <li>Administrative Services</li> <li>Assessor</li> <li>Child Support Enforcement</li> <li>Clerk of the Superior Court</li> <li>Computer Services</li> <li>Constables</li> <li>County Attorney</li> <li>Elections</li> <li>Facilities Management</li> <li>Finance</li> <li>Fleet Management</li> <li>Fuel Management</li> <li>Human Resources</li> <li>Indigent Legal Defense</li> <li>Justice Courts</li> <li>Recorder</li> <li>Recycling &amp; Landfill Management</li> <li>Superior Court</li> <li>Treasurer</li> </ul>	<ul style="list-style-type: none"> <li>Community Development</li> <li>Emergency Management</li> <li>Floodplain Management</li> <li>Juvenile Detention</li> <li>Probation</li> <li>Sheriff</li> </ul>	<ul style="list-style-type: none"> <li>GIS/Rural Addressing</li> <li>Public Works</li> <li>Special Districts</li> </ul>	<ul style="list-style-type: none"> <li>ALTCS/AHCCCS</li> <li>Community Services</li> <li>Health</li> <li>Public Fiduciary</li> </ul>	<ul style="list-style-type: none"> <li>Debt Service</li> </ul>	<ul style="list-style-type: none"> <li>Community Agencies</li> <li>CPI/Performance Adjustment</li> <li>Credit Card Revolving</li> <li>EACO</li> <li>Gila County Insurance Pool</li> <li>Library District</li> <li>Superintendent of Schools</li> </ul>





# FY 2017-18 Budgeted Expenditures

## All Funds by Function





**ARF-4392**

**Public Hearing 2. B.**

**Special BOS Meeting**

Meeting Date: 07/18/2017

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Gila County Order No. LL-17-02 Liquor License Application.

Background Information

Nancy Kay Madrid has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a person transfer of a Series 6 bar license with an interim permit to operate at the Shamrock Bar located in Claypool. Part of the statutory process is once the DLLC accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's, which in Gila County is the Board of Supervisors' (Board), review of the application, a recommendation is then issued 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, owning, or leasing property within a one-mile radius of the establishment of this application. To date, the Clerk of the Board of Supervisors has not received any objections to this application.

On June 28, 2017, the DLLC submitted an amendment to the liquor license application to the Gila County Board of Supervisors an amendment due to change the agent's name to Nancy Kay Madrid.

Evaluation

The DLLC has forwarded the application to the Clerk of the Board. An internal review has been conducted by the Planning and Zoning Department, Health Department, and Treasurer's Office. The departments and elected office have confirmed that there are no pending issues relevant to their area of responsibility.

Conclusion



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

#### Suggested Motion

Information/Discussion/Action to adopt Order No. LL-17-02, a liquor license application submitted by Nancy Kay Madrid for a person transfer of a Series 6 bar license with an interim permit to operate at the Shamrock Bar located in Claypool. **(Marian Sheppard)**

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#### Attachments

Shamrock Bar - Application

Shamrock Bar - Application Amendment

Shamrock Bar - Treasurer Response

Shamrock Bar - Community Development Response

Shamrock Bar - H&E Response

Shamrock Bar - Affidavit of Posting

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

DLIC USE ONLY	
License #	06040002
Date Accepted:	6-9-17
CSR:	AP

Application for Liquor License  
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE  
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- ☒ Interim Permit  
☐ New License  
☒ Person Transfer  
☐ Location Transfer (series 6, 7 and 9)  
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)  
☐ Seasonal

SECTION 2 Type of Ownership

- ☒ J.T.W.R.O.S.  
☐ Individual  
☐ Partnership  
☐ Corporation  
☐ Limited Liability Co  
☐ Club  
☐ Government  
☐ Trust  
☐ Tribe  
☐ Other (Explain) \_\_\_\_\_

SECTION 3 Type of license

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)  
A.R.S. § 4-206.01 (G), (H), (I) & (L)  
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)  
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): L 2. LICENSE # (if issued): 06040002

SECTION 4 Applicants

1. Agent's Name: Moltz Last Ronnie First FLY Middle PIOTR  
2. Applicant/Licensee Name: Nancy Kay Madrid J. T. W. R. O. S. BID59022  
(Ownership name for type of ownership checked on section 1)  
3. Business Name (Doing Business As-DBA): SHAN ROCK BAR BID001519  
4. Business Location Address: 4169 E 1st St Phoenix AZ 85532 Cila  
(Do not use PO Box) Street City State Zip Code County  
5. Mailing Address: PO Box 2167 Chandler AZ 85532  
(All correspondence will be mailed to this address) Street City State Zip Code  
6. Business Phone: 520-473-4073 Daytime Contact Phone: 701-3333  
7. Email Address: Ron.M.1287@gmail.com

8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No  
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? \_\_\_\_\_

Fees:	<u>100</u>	<u>100</u>	Department Use Only	<u>35<sup>x2</sup></u>	<u>270</u>
	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



### SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_

b) AZ Corporation or AZ L.L.C. File No: \_\_\_\_\_ Date authorized to do business in AZ \_\_\_\_\_

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

### SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. § 4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. § 4-203.01 (A)

1. Enter license number currently at the location: 06040002

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? \_\_\_\_\_

I, (Signature) Nancy Kay Madrid declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

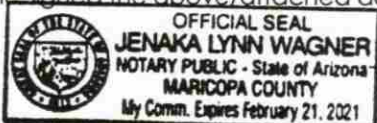
### NOTARY

State of Arizona )

County of Maricopa )

On this 9 Day of June, 20 17, before me personally appeared Nancy Kay Madrid  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal Above)

Signature of NOTARY PUBLIC

### SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: \_\_\_\_\_  
Last First Middle

License Number: \_\_\_\_\_

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.



**SECTION 8 Government (for Cities, Towns or Counties only)**

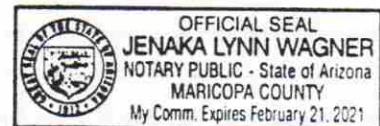
1. Government Entity: \_\_\_\_\_  
2. Person/Designee: \_\_\_\_\_  
Last First Middle Daytime Contact Phone #

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

**SECTION 9** ☒ **Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)**  
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: 06040002  
2. Current Agent Name: KRUEGER JAMES ALAN  
Last First Middle  
3. Current Licensee Name: KRUEGER JAMES STWROS  
(Exactly as it appears on the license)  
4. Current Business Name: SHAMROCK BAR  
(Exactly as it appears on the license)  
5. Current Daytime Phone: 928-701-3333 Primary Email Address: Ren.M.1287@gmail.com  
6. Does current licensee intend to operate the business while this application is pending? ☒ Yes ☐ No  
7. I authorize the transfer of this license to the applicant: Nancy K Madrid  
Signature or Agent or Individual controlling person

**NOTARY**



State of Arizona )

County of Maricopa )

On this 9 Day of June, 20 17 before me personally appeared Nancy Kay Madrid  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

**SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.**

**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) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1



1. Distance to nearest School: 2450 FT Name of School: Las Lomas Elementary  
(If less than one (1) mile note footage) Address: 5791 Maple Leaf St Claypool AZ 85532

2. Distance to nearest Church: 175 FT Name of Church: St. Joseph's Chapel  
(If less than one (1) mile note footage) Address: 4133 Hwy 60 - Claypool AZ 85532

**SECTION 11 Business Financials A.R.S. §4-202(F)**

1. I am the:

- ☐ Tenant: a person who holds the lease of a property; a lessee.  
☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.  
☒ Owner  
☐ Purchaser  
☐ Management Company

2. If the premises is leased give lessors: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or Other: \_\_\_\_\_

4. Total money borrowed for the Business not including lease? \$ 5

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

☐ Yes ☒ No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

☐ Yes ☒ No If yes, attach explanation.

**SECTION 12 Diagram of Premises**

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

Patio: ☒ Contiguous ☐ Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

☐ Yes ☒ No If yes, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.



# STATE OF ARIZONA

## CERTIFICATION OF VITAL RECORD

17 JUN 9 14:14 PM

### STATE OF ARIZONA DEPARTMENT OF HEALTH SERVICES - OFFICE OF VITAL RECORDS CERTIFICATE OF DEATH

State File NO. 102- 2017-018685

1. DECEDENT'S LEGAL NAME (FIRST, MIDDLE, LAST) <b>JAMES ALAN KRUEGER</b>				2. AKA'S (IF ANY)				3. DATE OF DEATH <b>04/27/2017</b>			
4. SEX <b>MALE</b>		5. SOCIAL SECURITY NUMBER <b>399-50-9835</b>		6. DATE OF BIRTH <b>01/10/1951</b>		7. AGE <b>66</b>		8. MONTHS <b>UNDER 1 YEAR</b>		9. DAYS <b>UNDER 1 DAY</b>	
10. HOURS <b>11. MINUTES</b>											
12. PLACE OF DEATH - HOSPITAL: <input type="checkbox"/> INPATIENT <input type="checkbox"/> E.R./OUTPATIENT <input type="checkbox"/> DEAD ON ARRIVAL <input checked="" type="checkbox"/> NURSING HOME OR LONG TERM CARE FACILITY <input type="checkbox"/> RESIDENCE <input type="checkbox"/> HOSPICE FACILITY <input type="checkbox"/> OTHER											
14. FACILITY NAME (OR STREET ADDRESS IF NOT A FACILITY): <b>HERITAGE HEALTH CARE CENTER</b>								15. CITY, TOWN & ZIP CODE OR LOCATION OF DEATH: <b>GLOBE 85501</b>		16. COUNTY OF DEATH: <b>GILA</b>	
17. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY) <b>GREEN BAY, WISCONSIN</b>				18. MARITAL STATUS AT TIME OF DEATH: <b>MARRIED</b>		19. NAME OF SURVIVING SPOUSE (MAIDEN NAME IF WIFE) <b>NANCY K. GIGGER</b>					
20. DECEDENT'S USUAL RESIDENCE STREET ADDRESS: <b>4089 RAILROAD AVE</b>				21. CITY AND COUNTY: <b>CLAYPOOL, GILA</b>				22. STATE <b>ARIZONA</b>		23. ZIP CODE <b>85532</b>	
24. EVER IN THE ARMED FORCES <b>YES</b>											
25. WAS DECEDENT OF HISPANIC ORIGIN? <input checked="" type="checkbox"/> NO, NOT SPANISH, HISPANIC OR LATINO <input type="checkbox"/> YES, MEXICAN, MEXICAN AMERICAN, CHICANO <input type="checkbox"/> YES, PUERTO RICAN <input type="checkbox"/> YES, CUBAN <input type="checkbox"/> YES, OTHER (SPECIFY)  <input type="checkbox"/> UNKNOWN				26. DECEDENT'S RACE(S): <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK, AFRICAN AMERICAN <input type="checkbox"/> NATIVE HAWAIIAN <input type="checkbox"/> ASIAN INDIAN <input type="checkbox"/> CHINESE <input type="checkbox"/> FILIPINO <input type="checkbox"/> JAPANESE <input type="checkbox"/> GUAMANIAN OR CHAMORRO <input type="checkbox"/> KOREAN <input type="checkbox"/> VIETNAMESE <input type="checkbox"/> SAMOAN <input type="checkbox"/> AMERICAN INDIAN OR ALASKA NATIVE  <input type="checkbox"/> OTHER ASIAN (SPECIFY)  <input type="checkbox"/> OTHER PACIFIC ISLANDER (SPECIFY)  <input type="checkbox"/> OTHER (SPECIFY)  <input type="checkbox"/> UNKNOWN				27. IF AMERICAN INDIAN OR ALASKA NATIVE, SPECIFY UP TO 4 TRIBES, PRIMARY OR ENROLLED TRIBE:  ADDITIONAL TRIBE:  ADDITIONAL TRIBE:  ADDITIONAL TRIBE:			
28. OCCUPATION: <b>PIT FOREMAN</b>				29. FATHER'S NAME (FIRST, MIDDLE, LAST) <b>DONALD CHARLES KRUEGER</b>							
30. MOTHER'S NAME (FIRST, MIDDLE, & LAST NAME PRIOR TO FIRST MARRIAGE) <b>EILEEN MARIE ALIPRANDINI</b>											
31. INFORMANT'S NAME <b>NANCY K. MADRID</b>				32. RELATIONSHIP <b>SPOUSE</b>				33. INFORMANT'S MAILING ADDRESS: <b>BOX 1282, CLAYPOOL, ARIZONA 85532</b>			
34. NAME AND ADDRESS OF FUNERAL FACILITY: <b>LAMONT MORTUARY 328 SOUTH HILL STREET, GLOBE, AZ</b>				35. FUNERAL DIRECTOR: <b>IAN G LAMONT, FUNERAL DIRECTOR</b>				36. LICENSE NUMBER: <b>F0856</b>			
37. METHOD(S) OF DISPOSITION: <b>CREMATION</b>		38. NAME AND LOCATION OF 1st DISPOSITION FACILITY: <b>SERENITY MORTUARY SERVICES, INC, PHOENIX, ARIZONA</b>				39. NAME AND LOCATION OF 2nd DISPOSITION FACILITY: <b>NONE</b>					
MEDICAL CERTIFICATION SECTION CAUSE OF DEATH PART I											
IMMEDIATE CAUSE OF DEATH		40. A <b>LIVER FAILURE</b>				41. APPROXIMATE INTERVAL: <b>UNKNOWN</b>					
DUE TO OR AS A CONSEQUENCE OF:		42. B <b>CIRRHOSIS</b>				43. APPROXIMATE INTERVAL: <b>UNKNOWN</b>					
DUE TO OR AS A CONSEQUENCE OF:		44. C <b>ALCOHOLIC LIVER DISEASE</b>				45. APPROXIMATE INTERVAL: <b>UNKNOWN</b>					
DUE TO OR AS A CONSEQUENCE OF:		46. D				47. APPROXIMATE INTERVAL:					
CAUSE OF DEATH PART II											
48. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSES GIVEN ABOVE: <b>HEMOCHROMATOSIS, CANCER TO THE PALATE - RESOLVED, TOBACCO USE</b>				49. INJURY? <b>NO</b>		50. INJURY AT WORK? <b>NO</b>		51. MANNER OF DEATH <b>NATURAL DEATH</b>		52. TIME OF DEATH <b>1440</b>	
				53. WAS AN AUTOPSY PERFORMED? <b>NO</b>		54. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?					
CAUSE AND MANNER OF DEATH CERTIFICATION											
<input checked="" type="checkbox"/> Certifying Physician/Nurse Practitioner/Physician's Assistant - To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Tribal Law Enforcement Authority - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.				55. NAME OF PERSON COMPLETING CAUSE OF DEATH: <b>BRENT J. LAYTON, M.D.</b>				56. DATE CERTIFIED: <b>05/01/2017</b>			
57. CERTIFIER'S ADDRESS: <b>5884 S HOSPITAL DR #1, 85532</b>				58. NAME OF REGISTRAR: <b>PAULA HORN</b>				59. DATE REGISTERED <b>05/04/2017</b>			

DATE ISSUED: 05/04/2017



This is a true certification of the facts on file with the Arizona Department of Health Services, Bureau of Vital Records, PHOENIX, ARIZONA.  
Revised 07/2016

*Krystal Colburn*  
KRYSTAL COLBURN  
ASSISTANT STATE REGISTRAR



ARIZONA DEPARTMENT  
OF HEALTH SERVICES

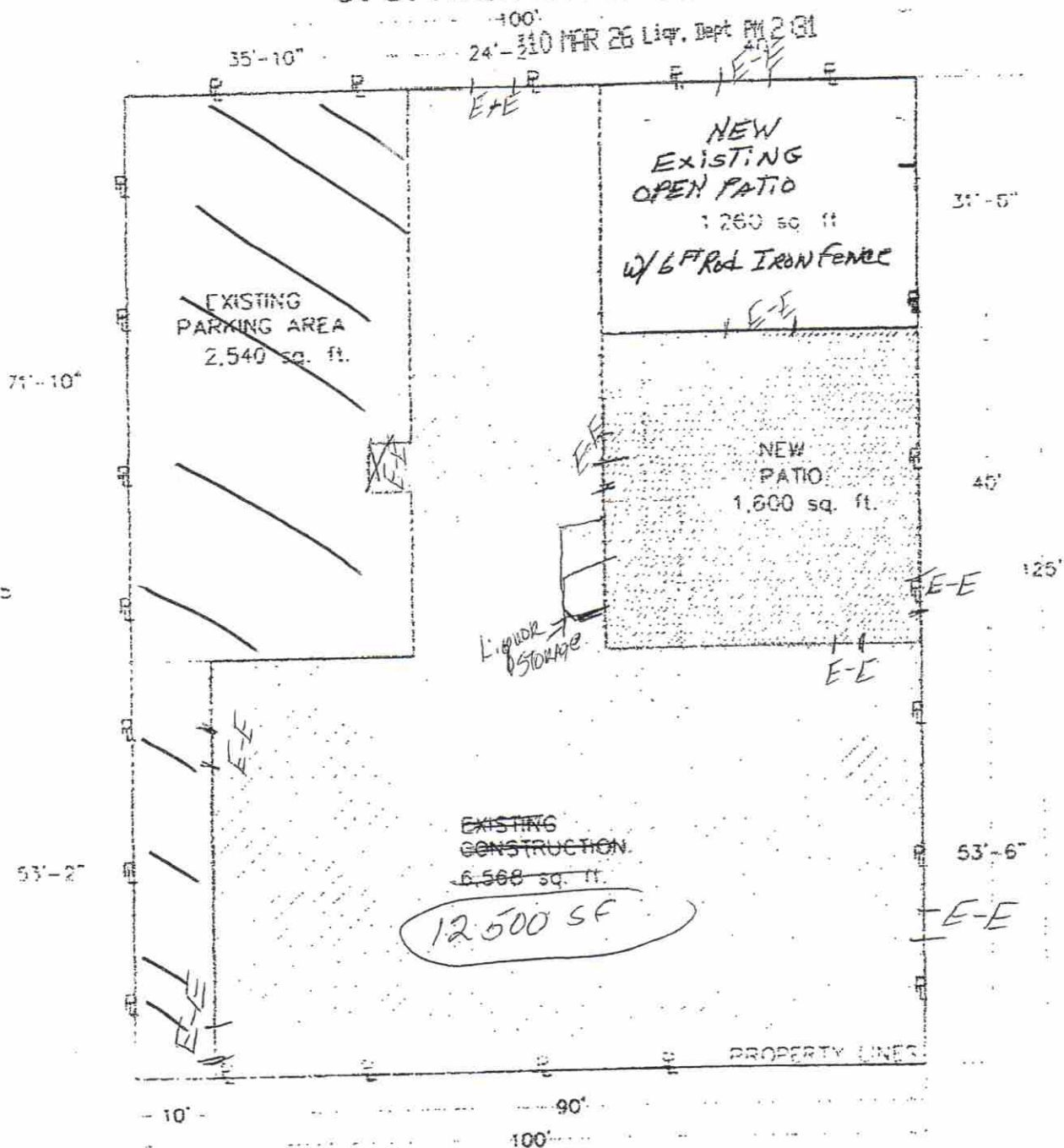
This copy not valid unless prepared on a form displaying the State Seal and impressed with the raised seal of the issuing agency.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



24'-110 HPR 26 Lit. Dept 2 31

5671 S. Pineway St.



CLAYPOOL, AZ.

LOT

# SITE PLAN

SCALE 1" = 20'

PARCEL # 206-02-014  
ADDRESS

5671 S. Pineway St.

OWNERS:

Nancy/James Krueger

LOT AREA 12,500 S.F.  
LOT COVERAGE 65.34 %

NEW PATIO AREA	1,600 S.F.
EXISTING CONSTRUCTION AREA	6,568 S.F.
TOTAL COVER AREA	8,168 S.F.



2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. 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 the service areas or the square footage of the licensed premises, either by increase or decrease.

Rm  
Applicants Initials

**RESTAURANTS AND HOTELS/MOTELS ONLY**

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. § 4-205.02(C)

4b. Provide a restaurant operation plan.

**SECTION 13 SIGNATURE BLOCK**

I, (Signature) R. Maltz, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

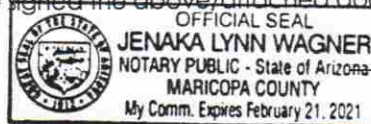
**NOTARY**

State of Arizona )

County of Maricopa )

On this 9 Day of June, 20 17 before me personally appeared Rennie Ely Maltz  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



[Signature]  
Signature of NOTARY PUBLIC

(Affix Seal Above)

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

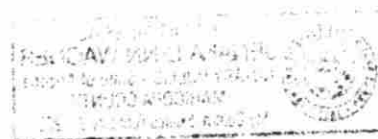
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



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**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**  
800 WASHINGTON 5th FLOOR  
PHOENIX, AZ. 85007-2934

**TO: GILA COUNTY**

**FROM: JENAKA WAGNER**

**AZDLLC**

**PHONE #: 602-542-9060**

**# OF PAGES INCLUDING COVER: 4**

**LICENSE: 06040002**

**AGENT: NANCY MADRID (FORMERLY RONNIE MOLTZ)**

**DBA: SHAMROACK BAR**

**MESSAGE: PLEASE SEE THE AMENDMENT CHANGING THE AGENT FROM  
RONNIE MOLTZ TO NANCY MADRID.**

*Attn: Marian Sheppard*

*928-425-0319*





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

17 JUN 27 Lqr. Lic. PH 3 05

**DLIC USE ONLY**

License #
Date Accepted:
CSR:

Application for Liquor License  
Type or Print with Black Ink

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE**  
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

**SECTION 1 Type of License**

- ☐ Interim Permit  
☐ New License  
☐ Person Transfer  
☐ Location Transfer (series 6, 7 and 9)  
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)  
☐ Seasonal

**SECTION 2 Type of Ownership**

- ☐ J.T.W.R.O.S.  
☐ Individual  
☐ Partnership  
☐ Corporation  
☐ Limited Liability Co  
☐ Club  
☐ Government  
☐ Trust  
☐ Tribe  
☐ Other (Explain) \_\_\_\_\_

**SECTION 3 Type of License**

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)  
A.R.S. § 4-206.01(G), (H), (I) & (L)  
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)  
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): \_\_\_\_\_ 2. LICENSE # (if issued): 06040002

**SECTION 4 Applicants**

1. Agent's Name: \_\_\_\_\_  
Last First Middle  
MADRID NANCY KAY
2. Applicant/Licensee Name: \_\_\_\_\_  
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): SHAMROCK BAR
4. Business Location Address: \_\_\_\_\_  
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: \_\_\_\_\_  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: \_\_\_\_\_ Daytime Contact Phone: \_\_\_\_\_
7. Email Address: \_\_\_\_\_
8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No  
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Billa

Department Use Only		
Fees: _____	Application	Interim Permit
_____	Site Inspection	_____
Is Arizona Statement of Citizenship & Alien Status for State Benefits completed? <input type="checkbox"/> Yes <input type="checkbox"/> No		

**AMENDMENT**



17 JUN 27 11:47 AM '05



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

**QUESTIONNAIRE**  
A.R.S. § 4-202, 4-210  
Type or Print with **Black Ink**

The fees allowed by A.R.S. § 4-6852 will be charged for all dishonored checks.

**Attention local governments:** Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

**Attention applicant:** This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 06040002

(If the location is currently licensed)

1. Check the  
Appropriate  
Box

☒ Controlling Person ☒ Agent  
(complete all questions)

☐ Manager

(complete all questions except #12)

2. Name: MADRID NANCY KAY Birth Date:        /        /         
Last First Middle (NOT a public record)

3. Social Security #:        Driver License #:        State:         
(NOT a public record)

4. Place of birth:                      Height:        Weight:        Eyes:        Hair:         
City State COUNTRY (not county)

5. Name of current/most recent spouse:                             Birth Date:        /        /         
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☐ No If yes, what is your date of residency:         
A.R.S. § 4-202(A) and (C)

7. Daytime telephone number:        E-mail address:       

8. Business Name: SHAMROCK BAR Business Phone:        /        /       

9. Business Location Address:                                     
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. § 4-202(D)

**AMENDMENT**





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

**QUESTIONNAIRE**  
A.R.S. §4-202, 4-210  
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**Attention applicant:** This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 06040002

(If the location is currently licensed)

1. Check the Appropriate Box

☒ Controlling Person (complete all questions)

☐ Agent

☐ Manager

(complete all questions except #12)

2. Name: MOLTZ RONNIE ELY Birth Date: / / (NOT a public record)

3. Social Security #: (NOT a public record) Driver License #: State:

4. Place of birth: City State COUNTRY (not county) Height: Weight: Eyes: Hair:

5. Name of current/most recent spouse: Last First Middle Maiden Birth Date: / / (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☐ No If yes, what is your date of residency: A.R.S. §4-202(A) and (C)

7. Daytime telephone number: E-mail address:

8. Business Name: SHAMROCK BAR Business Phone: / /

9. Business Location Address: Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)





## INTEROFFICE MEMORANDUM

**DATE:** 6/15/17

**TO:** Debi Savage, Treasurer

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

**SUBJECT:** Liquor License Application for Shamrock Bar; Series 6

---

A public hearing will be held by the Board of Supervisors on July 18, 2017 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 Melissa Henderson, Deputy Clerk, by *no later than* July 10, 2017.

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.

Parcel # 206-02-014, Taxes are paid in full for tax year 2016

---

James Krueger and Nancy Madrid / Shamrock Bar  
5671 S. Pineway St., Claypool, Az.

---

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

*Marta Gonzalez*



## Gila County Treasurer

Account	Parcel Number	Receipt Date	Receipt Number
R006582	20602014	Apr 26, 2017	2017-04-26-CA2-60358

KRUEGER JAMES AND  
PO BOX 2167  
CLAYPOOL, AZ 85532

Situs Address	Payor
5671 S PINEWAY ST	KRUEGER JAMES AND PO BOX 2167 CLAYPOOL, AZ 85532

### Legal Description

Township: 006 Range: 009 LOWER MIAMI TWNS LOTS 9 10 11 12 BLK 6 = .29 AC M/L

### Payments Received

check	\$3,533.12
Number 1002408527	

### Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2016	Interest Charge	\$12.54	\$0.00	\$12.54	\$0.00
2016	Tax Charge	\$5,160.08	\$1,639.50	\$3,520.58	\$0.00
				\$3,533.12	\$0.00
			Balance Due as of Apr 26, 2017		\$0.00

Gila County





## INTEROFFICE MEMORANDUM

**DATE:** 6/15/17

**TO:** Scott Buzan, Chief Building Official  
Community Development Division

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

**SUBJECT:** Liquor License Application for Shamrock Bar; Series 6

---

A public hearing will be held by the Board of Supervisors on July 18, 2017 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 Melissa Henderson, Deputy Clerk, by *no later* than July 10, 2017

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. For information purposes, the school listed on the application has been closed. The closest operating school is Dr. Charles Bejarano @ 4635 S. Ragus Rd which is approximately 2,683 feet from the Shamrock Bar.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

6-21-17





## INTEROFFICE MEMORANDUM

**DATE:** 6/15/17

**TO:** Michael O'Driscoll  
Health and Emergency Management Division Director

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

**SUBJECT:** Liquor License Application for Shamrock Bar; Series 6

---

A public hearing will be held by the Board of Supervisors on July 18, 2017 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 Melissa Henderson, Deputy Clerk, by *no later than* July 10, 2017.

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

**This Department has no objection to favorable action on this application**

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Signed: 6/20/17

*Michael J. O'Driscoll*





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: 6-15-17

Date of Posting Removal: 7-6-17

Applicant's Name: Madrid Nancy Kay  
Last First Middle

Business Address: Shamrock Bar 4169 US Hwy Claypool 85532  
Street City Zip

License #: 06040002

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.

J. Adam Shepherd

Gila County Sheriff

(928) 425-4449

Print Name of City/County Official

Title

Phone Number

J. Adam Shepherd  
 Signature

7-11-17  
 Date Signed

Return this affidavit with your recommendations (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.



**ARF-4388**

**Regular Agenda Item 3. A.**

**Special BOS Meeting**

Meeting Date: 07/18/2017

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

Submitted By: Marian Sheppard, Clerk of the Board

Department: County Manager

Fiscal Year: 2017-2018

Budgeted?: Yes

Contract Dates 07-01-17 to 06-30-18

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Adoption of the final FY 2017-2018 Gila County Library District Budget.

Background Information

Arizona Revised Statutes require that special taxing districts, such as the Gila County Library District, adopt a yearly budget. With regard to any issue that affects the Gila County Library District, an official action/decision must be made by the Gila County Library District Board of Directors (BOD). In Gila County, the Board of Supervisors (BOS) acts the the BOD. Prior to addressing any Library District issue, the BOS adjourns as the BOS and then convenes as the BOD.

On June 27, 2017, the Gila County Library District Board of Directors adopted the tentative 2017-2018 fiscal year budget for the Library District in the amount of \$1,830,552.

In Gila County, the Board reviews and adopts the Library District budget prior to reviewing and adopting the Gila County budget of which the Library District is included in that budget.

Evaluation

A public hearing was scheduled on this meeting agenda prior to this agenda item to allow the public an opportunity to provide comments, for or against, the final FY 2017-2018 Gila County Budget, to which the Library District's budget is a part of the County's total budget.



### Conclusion

The Board of Supervisors will convene as the Gila County Library District Board of Directors in order to address this agenda item.

### Recommendation

N/A

### Suggested Motion

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

Information/Discussion/Action to adopt the final FY 2017-2018 Gila County Library District Budget which is included as part of the FY

2017-2018 Gila County Budget. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

---

### Attachments

GC Library District Budget FY 2017-2018

---



**Gila County Library District**  
**Budget for FY 2018**  
(with FY17 budget and estimated)

	<b>Budget FY 2017</b>	<b>Estimated actual FY 2017</b>	<b>Budget FY 2018</b>
<b>Funding Sources</b>			
Beginning Fund Balance	358,951	358,951	356,336
Property Taxes	1,202,189	1,155,568	1,168,829
SRP in Lieu	8,387	11,871	8,387
Grants	186,577	140,201	173,000
Transfers In	50,000	50,000	50,000
Miscellaneous	84,700	50,561	74,000
<b>Total Revenue Available</b>	<b>1,890,804</b>	<b>1,767,152</b>	<b>1,830,552</b>
<b>Funding Uses</b>			
Funding to Libraries	724,600	723,477	729,600
Technology/Connectivity	314,000	256,340	290,250
Materials and Services	115,627	95,975	113,157
Grants	186,577	140,201	173,000
District Admin/Operations	242,000	194,823	201,423
Contingency Reserve	308,000	356,336	323,122
<b>Total Uses</b>	<b>1,890,804</b>	<b>1,767,152</b>	<b>1,830,552</b>



**ARF-4389**

**Regular Agenda Item 3. B.**

**Special BOS Meeting**

Meeting Date: 07/18/2017

Submitted For: James Menlove, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Finance

Fiscal Year: 2017-2018

Budgeted?: Yes

Contract Dates 07-01-17 to 06-30-18

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Adoption of Resolution No. 17-07-01 authorizing the adoption of the final FY 2017-2018 Gila County Budget.

Background Information

Arizona Revised Statutes require that the Board of Supervisors (BOS) adopt an annual budget for Gila County.

Per statutory requirements, the Board of Supervisors adopted the tentative FY 2017-2018 Gila County Budget on June 27, 2017, in the amount of \$98,859,359; a summary of the estimates of revenues and expenses and a notice of public hearing was published for two (2) consecutive weeks in the official newspaper of the County; a copy of the tentative FY 2017-2018 Gila County Budget was mailed to all libraries within Gila County, posted on the County's website, and made available for the public's viewing at the Clerk of the Board's office; and a public hearing was held on this date to hear taxpayers' comments on the final County budget prior to the Board's consideration to adopt the final FY 2017-2018 Gila County Budget.

Evaluation

The Board of Supervisors has complied with all statutory requirements with regard to adopting the annual budget for Gila County; therefore, it is the time for the Board to consider adopting Resolution No. 17-07-01, which authorizes the adoption of the final FY 2017-2018 Gila County Budget.



### Conclusion

The Board of Supervisors is required by statute to adopt an annual budget for Gila County of which the final Fiscal Year 2017-2018 Gila County Budget is being presented at this time for adoption by the Board.

### Recommendation

N/A

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 17-07-01, which authorizes the adoption of the final FY 2017-2018 Gila County Budget in the amount of \$98,859,359. **(James Menlove)**

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### Attachments

Resolution No. 17-07-01

Schedules A-G attached to Resolution No. 17-07-01

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## **RESOLUTION NO. 17-07-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE 2017-2018 FISCAL YEAR BUDGET FOR GILA COUNTY.**

**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 27, 2017, 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 18, 2017, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses to 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 July 18, 2017, 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, attached herein as Schedule B, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A);

**NOW, THEREFORE, BE IT RESOLVED** that the said estimates of revenues and expenditures, attached herein as Schedules A and C through G, as now reduced or changed by the same are hereby adopted as the budget of Gila County for the 2017-2018 fiscal year.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of July 2017, by the Board of Supervisors, at Globe, Gila County, Arizona.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

---

Marian Sheppard, Clerk

---

Tommie C. Martin, Chairman

**Approved as to form:**

---

Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



**GILA COUNTY**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2018**

Fiscal Year	S c h	FUNDS						
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund	Enterprise Fund	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	49,042,638	31,083,435	854,000	4,222,000	2,624,402	6,188,500	94,014,975
2017	Actual Expenditures/Expenses**	32,620,174	22,213,276	844,006	3,584,170	2,085,384	939,305	62,286,315
2018	Fund Balance/Net Position at July 1***	17,500,000	15,280,188		3,316,215		1,573,851	37,670,254
2018	Primary Property Tax Levy	20,195,437						20,195,437
2018	Secondary Property Tax Levy		1,168,829					1,168,829
2018	Estimated Revenues Other than Property Taxes	18,634,459	16,153,429		439,488	817,463	3,780,000	39,824,839
2018	Other Financing Sources							
2018	Other Financing (Uses)							
2018	Interfund Transfers In		2,885,155	852,500	1,074,405	2,959,007	1,675,000	9,446,067
2018	Interfund Transfers (Out)	6,791,144	979,923				1,675,000	9,446,067
2018	Reduction for Amounts Not Available:							
LESS:	Amounts for Future Debt Retirement							
2018	Total Financial Resources Available	49,538,752	34,507,678	852,500	4,830,108	3,776,470	5,353,851	98,859,359
2018	Budgeted Expenditures/Expenses	49,538,752	34,507,678	852,500	4,830,108	3,776,470	5,353,851	98,859,359

**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

	2017	2018
\$	94,014,975	\$ 98,859,359
	94,014,975	98,859,359
	53,130,250	56,835,254
\$	40,884,725	\$ 42,024,105
\$	41,535,973	\$ 42,024,105

\* 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).



**GILA COUNTY**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2018**

	<u>2017</u>	<u>2018</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>30,397,516</u>	\$ <u>31,637,910</u>
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)	\$ <u>                    </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>20,794,722</u>	\$ <u>20,195,437</u>
B. Secondary property taxes		
Gila County Library District	\$ <u>1,203,513</u>	\$ <u>1,168,829</u>
Fire District Assistance Tax	<u>496,294</u>	<u>481,992</u>
Pine SLID	<u>2,270</u>	<u>2,270</u>
East Verde SLID	<u>4,531</u>	<u>4,531</u>
Miami Garden SLID	<u>2,903</u>	<u>2,903</u>
Apache Hills SLID	<u>5,105</u>	<u>5,105</u>
Upper Glendale SLID	<u>1,081</u>	<u>1,090</u>
Midland City/Central Heights SLID	<u>19,534</u>	<u>19,534</u>
Claypool SLID	<u>17,316</u>	<u>18,370</u>
Total secondary property taxes	\$ <u>1,752,547</u>	\$ <u>1,704,624</u>
C. Total property tax levy amounts	\$ <u>22,547,269</u>	\$ <u>21,900,061</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ <u>19,617,447</u>	
(2) Prior years' levies	<u>288,625</u>	
(3) Total primary property taxes	\$ <u>19,906,072</u>	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ <u>1,127,410</u>	
(2) Prior years' levies	<u>90,568</u>	
(3) Total secondary property taxes	\$ <u>1,217,978</u>	
C. Total property taxes collected	\$ <u>21,124,050</u>	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	<u>4.1900</u>	<u>4.1900</u>
(2) Secondary property tax rate		
Gila County Library District	<u>0.2425</u>	<u>0.2425</u>
Fire District Assistance Tax	<u>0.1000</u>	<u>0.1000</u>
(3) Total county tax rate	<u>4.5325</u>	<u>4.5325</u>



B. Special assessment district tax rates

Secondary property tax rates

Pine SLID	0.1791	0.1743
East Verde SLID	0.2569	0.2453
Miami Garden SLID	0.9598	1.0448
Apache Hills SLID	4.4371	4.2434
Upper Glendale SLID	1.2304	1.2207
Midland City/Central Heights SLID	0.5922	0.5893
Claypool SLID	0.4727	0.4456

- \* 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.



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>GENERAL FUND</b>			
<b>Taxes</b>			
State Shared Sales Tax	\$ 5,511,830	\$ 5,414,633	\$ 5,750,420
County Excise Tax	2,870,000	2,967,764	3,084,977
Vehicle License Tax	1,779,300	1,754,964	1,825,162
<b>Licenses and permits</b>			
Building Permits	195,000	303,967	235,000
Mobile Home Permits	10,000	14,759	11,000
Planning & Zoning	10,000	16,325	11,000
Septic/Alternative Sewage Permits	107,000	173,070	119,000
Business/Franchise Licenses	80,000	71,755	80,000
<b>Intergovernmental</b>			
Federal PILT	3,484,080	3,527,384	3,484,080
SRP In Lieu	185,000	205,107	205,107
State Shared Liquor Licenses	12,000	12,667	12,600
State Shared County Assistance Fund (Lottery)	550,000	617,150	550,050
Child Support Entitlement Reimbursement	600,000		
Intergovernmental Agreements	10,500	34,085	20,500
Local IGAs			449,538
IGA JP Municipality Admin Court	248,000	206,068	248,000
IGA Sheriff Patrol	444,127	191,637	403,557
IGA Sheriff Detention	24,772	45,924	24,772
IGA Sheriff Dispatch	312,552	266,790	312,552
Federal Grants - Emergency Services	220,000		110,000
Federal & State Grants - Other	600,000	18,616	6,093
Rural Addressing		187	932
911 Administration	2,737	2,469	2,469
<b>Charges for services</b>			
Clerk of the Court Fees	142,363	91,068	52,460
Justice Court Fees	120,000	187,445	176,500
Recorder Fees	120,000	175,409	130,000
General Government Fees		6,671	6,300
JDC Correctional Housing	20,000	12,807	
Sheriff - Special Services	131,361	175,182	148,800
Sheriff - Impound Fees	5,125	227	1,000
Sheriff - Correctional Housing	130,000	132,204	120,000
Sheriff - Fees & Charges	4,000	1,480	1,000
Constable Fees	26,000	31,793	25,000
Sewage Plan Review	2,500	4,060	2,500
Public Fiduciary	45,000	47,254	45,000
Treasurer	40,000	9,859	10,000
Indigent Defense	6,500	943	
Other	5,000		
<b>Fines and forfeits</b>			
Justice Court Fines	370,000	337,334	375,000
Superior Court Fines	54,249	64,541	51,633
Other Fines	1,500	1,302	1,000
<b>Investments</b>			
Interest Income	100,000	136,682	125,000



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>Rents, royalties, and commissions</b>			
<b>Contributions</b>			
		152	47
<b>Miscellaneous</b>			
Sales of Equipment	5,000	466	50,000
Sales of Copies/Blueprints	5,200	9,649	5,200
Cost Sharing Reimbursements	11,200	43,005	6,210
Elections Reimbursements	12,346	57,971	45,000
Property Tax Penalties & Interest	305,000	315,950	310,000
<b>Total General Fund</b>	<b>\$ 18,919,242</b>	<b>\$ 17,688,775</b>	<b>\$ 18,634,459</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 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>SPECIAL REVENUE FUNDS</b>			
<b>Public Works Road Fund:</b>			
County Transportation Excise Tax	\$ 1,364,856	\$ 1,421,259	\$ 1,365,000
County Transportation Excise Tax Interest	15,600	22,991	20,000
Vehicle License Tax	1,020,000	1,028,462	1,020,000
Highway User Revenue Fund (HURF)	3,424,380	3,979,301	3,500,000
Licenses & Permits	1,904	5,619	2,700
Forest Fees (SRS)	46,000	50,000	50,000
Intergovernmental Agreements			
Interest	27,600	54,112	41,000
Miscellaneous	50,000	54,416	60,000
<b>Total</b>	<b>\$ 5,950,340</b>	<b>\$ 6,616,160</b>	<b>\$ 6,058,700</b>
<b>Public Health Fund:</b>			
Food Services Licenses	\$ 75,000	\$ 85,154	\$ 75,000
Charges for Services	65,000	65,145	65,000
Health Insurance Reimbursements	26,000	25,404	26,000
Miscellaneous	300	3,562	300
	<b>\$ 166,300</b>	<b>\$ 179,265</b>	<b>\$ 166,300</b>
<b>Other Special Revenue Funds:</b>			
Health & Emergency Services	\$	\$	\$
1009 - Rabies Control	105,800	99,986	103,850
1119 - Emergency Response			
1825 - Gila County Wellness Program	5,000	3,565	5,000
2516 - Health Services Special Projects			
2517 - HIV	4,561	3,915	4,561
2518 - WIC	317,625	181,134	318,000
2519 - TB	12,000	8,391	12,000
2521 - Community Health Grant	69,840	64,769	69,440
2524 - Immunization	134,000	125,324	123,666
2526 - Private Stock Vaccines	270,000	203,542	270,000
2527 - Population Health Initiative	53,198	40,948	66,322
2528 - Commodity Supplement Food Program	5,635	2,293	5,635
2529 - RXP OD Prevention	95,517	71,775	95,517
2530 - HIV Consortium	217,613	240,528	217,613
2550 - Public Health Emergency Preparedness	186,389	209,673	200,419
2552 - Tobacco Free Environment	125,550	92,411	125,550
2557 - Prop 201 Smoke Free AZ Act	51,160	47,880	51,160
2558 - Public Health Accreditation	47,968	45,340	47,090
2559 - Family Planning	20,400	19,720	20,400
2560 - Teen Pregnancy Prevention Services	191,710	185,656	191,710
2562 - Public Health in Action			
2564 - Cenpatico Prevention Services			
2565 - Neonatal Intensive Care Program			
2570 - Maternal & Child Home Visiting	25,500		
2571 - Supplemental Nutrition Assistance Ed	200,638	108,647	200,638
Community Services			
2000 - Housing	525,660	302,665	379,181
2001 - CAP	550,823	401,428	522,660
2002 - Housing Rehabilitation	414,044	125,017	319,946
2012 - GEST	624,624	464,460	649,286
2016 - Workforce Investment Programs			
2016 - Workforce Investment Act IV			



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
Gila County Sheriff's Office			
3001 - Drug Gang Violent Crime Control	252,687	207,000	238,782
3002 - Sheriff Vehicle Impound/Storage	10,000	4,475	5,000
3011 - Sheriff's Justice Enhancement	180,600	166,775	140,600
3012 - Sheriff Special Projects		70,000	5,000
3013 - Sheriff Seized Equipment Recapture	5,000		2,500
3014 - Immigration Enforcement		2,451	
3046 - Gila County Sheriff K9			
3047 - Gila County Sheriff DARE	2,000	1,957	2,000
3054 - Sheriff's Victim's Rights			
3055 - Sheriff's Commissary Fund	40,000	39,814	40,000
3061 - Sheriff BLESF Program	138,000	164,275	168,087
3064 - Marijuana Eradication	20,000		10,000
3067 - Methamphetamine Program			
3073 - Homeland Security 14 Sheriff			
3074 - HSGP - Critical Incident			
3075 - GOHS STEP Sheriff		11,000	16,535
3076 - HSGP - Dispatch Communications			
3077 - GOHS - DUI Enforcement Equipment		8,105	2,779
County Attorney			
3510 - IV-D Child Support Enforcement			613,000
3510 - IV-D Incentive/SSRE	166,000		
3511 - Child Support Other Reimbursement			
3512 - Child Support Incentive Funds	32,000	18,213	24,000
3528 - County Attorney Residual Fund			
3531 - Attorney's Justice Enhancement	110,450	114,224	110,030
3541 - Victim Restitution/Subrogation	4,500	7,448	4,000
3542 - Diversion Program CA	70,000	61,690	60,000
3543 - County Anti-Racketeering	21,770	12,205	8,300
3544 - Cost of Prosecution Reimbursement	75,000	98,196	85,000
3545 - Bad Check County Attorney	2,100	3,443	2,500
3546 - DEA Federal Asset Forfeiture	30	51	45
3547 - Deferred Prosecution Program	8,900	24,060	15,000
3552 - County Attorney Fill The Gap	8,202	7,026	6,100
3553 - Fair & Legal Employment Act			
3557 - AG Victim Rights	33,000	33,900	30,000
3560 - Victim Compensation	60,000		44,000
3561 - Drug Prosecution Grant	60,000	46,026	60,000
3563 - Crime Victim Assistance Program	17,600	21,948	17,600



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
Probation			
4041 - Probation Class Materials			
4042 - Adult Probation Service Fees	130,000	203,652	180,000
4050 - Adult Drug Court	5,000	2,880	
4051 - Adult Intensive Probation Supervision	218,826	179,769	237,680
4053 - Adult JCEF IPS Assistance	23,222	11,161	23,250
4054 - CJEF S/Offender	10,000	8,930	8,930
4055 - Community Punishment Program	25,000	24,125	29,000
4056 - CJEF Substance Abuse	26,000	23,739	23,739
4057 - Drug Treatment Education	17,000	6,746	10,197
4059 - State Aid Enhancement	375,971	257,281	246,383
4071 - JPSF Treatment	64,013	84,534	84,504
4072 - JCEF ERE Assistant		119,687	157,585
4146 - Juvenile Diversion Fees	8,000	9,125	8,000
4147 - Juvenile Probation Service Fees	2,500	8,842	4,000
4148 - Juvenile Parental Reimbursement			
4150 - Juvenile Detention Alternatives		5,000	5,000
4151 - Juvenile Evening/Weekend Res Ctr	250,000	104,155	
4177 - Court Appointed Special Advocate	82,181	84,168	
4178 - CASA Globe	61,790	56,790	63,038
4189 - Juvenile Drug Court	5,000	120	
4192 - Juvenile Crime Reduction Grant			
4193 - Family Counseling	5,000	8,912	8,912
4194 - Diversion Consequences	16,734	30,839	21,039
4195 - Diversion Intake	179,421	189,110	189,110
4196 - Juvenile Intensive Probation Services	122,950	129,466	131,405
4197 - Juvenile Standards Probation	98,741	100,233	105,233
Superior Courts			
4501 - Law Library	28,000	30,346	28,000
4502 - Conciliation Court Fund	14,000	15,344	15,000
4540 - Local Aid to Indigent Defense			
4541 - Local State Aid to Courts	30	57	40
4542 - Local Probate Assessment Fee	10,147	10,465	10,150
4553 - State Aid to Courts	4,020	7,684	7,770
4555 - Drug Enforcement/Superior Court			
4556 - Field Trainer	4,556		25,000
4559 - Children's Issues Education	6,544	7,332	6,750
4566 - Domestic Relations & Mediation	1,930	1,622	1,630
4569 - Aid to Indigent Defense	635	1,057	800
4574 - Superior Court Cost of Prosecution	45,000	54,629	45,000
4575 - DES Access Visitation	6,400	14,403	10,000
4577 - Court Improvement Project	16,228	17,062	17,728
4578 - Expedited Child Support/Visit	3,500	2,898	3,150
4579 - Dependency Surge		7,735	
Justice Courts			
4740 - Globe Justice Court Surcharge	10,000	7,948	8,000
4741 - Payson Justice Court Surcharge	8,000	8,103	
4742 - FARE Globe JP			2,500
4743 - Fill the Gap			1,000
4744 - Fill the Gap Payson JP			



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
Clerk of the Court			
4840 - Cost of Prosecution-Clerk of the Court	9,277	9,998	8,069
4841 - Expedited Child Support	2,975	2,747	2,043
4842 - Document Conversion Superior Court	12,241	11,989	9,963
4844 - Spousal Maintenance Enforcement	1,093	1,109	844
4846 - JCEF Surcharge Clerk of the Sup Crt	14,639	17,139	13,580
4847 - Family Law Commissioner	89		
4848 - Fill the Gap Clerk of the Court	10,630		
Superintendent of Schools			
5510 - Gila County Education Services			
5520 - Special School Reserve Agency			
Library District			
6000 - Library District Grants	180,000	127,642	173,000
6010 - Library Assistance	114,087	65,514	82,387
Other PW			
6511 - Tonto Creek Bridge	300,662		
6512 - Young 512 Road			250,000
6513 - Intergovernmental Agreements	350,000	562	
6570 - Waste Tire Fund	124,000	81,989	159,000
6593 - TE Sidewalks Six Shooter			
6594 - TE Sidewalks Main			15,000
General Government			
1820 - CC Revolving			1,663,453
7144 - Recorder's Suspense Account			
7145 - Recorder/Document System	50,000	43,822	50,000
7146 - Recorder Mine Claim Surcharge	65	38	65
7147 - Computer System Recorder	10,000	71,211	15,000
7350 - Help America Vote Act		126	
7351 - HHS Polling Place Accessibility			
7430 - Treasurer Taxpayer Information Fund	7,000	6,160	6,000
7494 - EECO	50,000		50,000
7496 - Southern Gila Economic Development		20,908	
7498 - Agency Pass Through Grants			
<b>Total</b>	<b>\$ 8,696,191</b>	<b>\$ 6,470,252</b>	<b>\$ 9,928,429</b>
<b>Total Special Revenue Funds</b>	<b>\$ 14,812,831</b>	<b>\$ 13,265,677</b>	<b>\$ 16,153,429</b>
<b>DEBT SERVICE FUNDS</b>			
	\$	\$	\$
<b>Total Debt Service Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CAPITAL PROJECTS FUNDS</b>			
1007.341 - Vehicle Replacement	\$ 370,000	\$ 2,070,884	\$ 439,488
<b>Total Capital Projects Funds</b>	<b>\$ 370,000</b>	<b>\$ 2,070,884</b>	<b>\$ 439,488</b>



**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2018**

	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2017	2017	2018
<b>INTERNAL SERVICE FUNDS</b>			
6880 - Facilities Management	\$ 136,683	\$ 16,267	\$ 8,241
6860 - Fuel Management	713,349	21,135	636,563
6870 - Fleet Management	616,048	53,503	172,659
Fairgrounds Rental	8,000		
<b>Total Permanent Funds</b>	<b>\$ 1,474,080</b>	<b>\$ 90,905</b>	<b>\$ 817,463</b>
<b>ENTERPRISE FUNDS</b>			
6850 - Recycling & Landfill Management	\$ 1,603,000	\$ 1,841,578	\$ 3,780,000
6855 - Russell Gulch Expansion Reserve			
6856 - Buckhead Mesa Expansion Reserve			
<b>Total Enterprise Funds</b>	<b>\$ 1,603,000</b>	<b>\$ 1,841,578</b>	<b>\$ 3,780,000</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 37,179,153</b>	<b>\$ 34,957,819</b>	<b>\$ 39,824,839</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**  
**Other Financing Sources/⟨Uses⟩ and Interfund Transfers**  
**Fiscal Year 2018**

<b>FUND</b>	<b>OTHER FINANCING 2018</b>		<b>INTERFUND TRANSFERS 2018</b>	
	<b>SOURCES</b>	<b>⟨USES⟩</b>	<b>IN</b>	<b>⟨OUT⟩</b>
<b>GENERAL FUND</b>				
	\$	\$	\$	\$
1005.201 - Debt Service				852,500
1007.103 - Elections				65,588
1007.201 - Computer Services				300,000
1007.207 - Computer Services Lease				93,817
1007.300 - GCSO				40,000
1007.300 - GCSO Globe Jail				55,000
1007.341 - Animal Control Facility				125,000
1007.341 - GCSO Jail Boiler Repair				100,000
1007.341 - PW Cross Boundaries				30,000
1007.341 - PW Michaelson Facia				20,000
1007.341 - Courthouse Remodel PY				245,000
1008.404 - Health Services Operating				515,549
1008.405 - Environmental Health Op				40,930
1009.404 - Rabies Control Operating				319,012
1115.106 - EMS Natural Resources CIP				250,000
1124.201 - Court Security Operating				201,560
2000.171 - Housing Grant Match				47,000
3001.300 - Violent Crime Grant Match				79,594
3509.305 - IV-D Child Support Grant				232,000
3561.301 - CA Drug Prosecution Grant				20,100
3563.301 - CA Victim Assistance Grant				10,300
4501.337 - Law Library Operating				41,787
4502.303 - Conciliation Court Operate				66,400
4556.333 - Field Trainer Operating				31,000
6010.600 - Library District				50,000
6870.341 - Fleet Vehicles				500,000
6880.341 - Facilities Mgmt. Jail Op				327,515
6880.341 - Facilities Mgmt. Operating				2,131,492
<b>Total General Fund</b>	\$	\$	\$	\$ 6,791,144



**GILA COUNTY**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2018**

FUND	OTHER FINANCING 2018		INTERFUND TRANSFERS 2018	
	SOURCES	<USES>	IN	<OUT>
<b>SPECIAL REVENUE FUNDS</b>				
	\$	\$	\$	\$
1007.103 - Elections (1005)			65,588	
1007.201 - Computer Services (1005)			300,000	
1007.207 - Computer Services (1005)			93,817	
1007.300 - GCSO (1005)			40,000	
1007.300 - GCSO Globe Jail (1005)			55,000	
1007.341 - Animal Control (1005)			125,000	
1007.341 - GCSO Boiler Repair (1005)			100,000	
1007.341 - Cross Boundaries (1005)			30,000	
1007.341 - Michaelson Facia (1005)			20,000	
1007.341 - Courthouse Remodel (1005)			245,000	
1008.404 - Health Services (1005)			515,549	
1008.405 - Environmental Health (1005)			40,930	
1009.404 - Rabies Control (1005)			319,012	
1115.106 - EMS Natural Res (1005)			250,000	
1124.201 - Court Security (1005)			201,560	
2000.171 - Housing Grant Match (1005)			47,000	
3001.300 - Violent Crime Grant (1005)			79,594	
3509.305 - IV-D Child Support (1005)			232,000	
3561.301 - CA Drug Prosecution (1005)			20,100	
3563.301 - CA Victim Assistance (1005)			10,300	
4501.337 - Law Library Operating (1005)			41,787	
4502.303 - Conciliation Court (1005)			66,400	
4556.333 - Field Trainer (1005)			31,000	
6010.600 - Library District (1005)			50,000	
6511 - Tonto Creek Bridge (6510)			25,000	
6512 - Young 512 Road (6510)			350,000	
6513 - Intergovernmental Projects (6510)			486,496	
6594 - TE Sidewalks Main (6510)			103,427	
6510 - PW Transportation Tax (6594)			15,000	
6510 - PW Transportation Tax (6511)				25,000
6510 - PW Transportation Tax (6512)				350,000
6510 - PW Transportation Tax (6513)				486,496
6510 - PW Transportation Tax (6594)				103,427
6594 - TE Sidewalks Main (6510)				15,000
6870.341 - Fleet Vehicles (1005)			500,000	
6880.341 - Facilities Mgmt. Jail (1005)			327,515	
6880.341 - Facilities Mgmt. (1005)			2,131,492	
<b>Total Special Revenue Funds</b>	\$	\$	\$ 6,918,567	\$ 979,923

**SCHEDULE D**



**GILA COUNTY**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2018**

<b>FUND</b>	<b>OTHER FINANCING 2018</b>		<b>INTERFUND TRANSFERS 2018</b>	
	<b>SOURCES</b>	<b>&lt;USES&gt;</b>	<b>IN</b>	<b>&lt;OUT&gt;</b>
<b>DEBT SERVICE FUNDS</b>				
1005.201 - Debt Service	\$	\$	\$ 852,500	\$
<b>Total Debt Service Funds</b>	\$	\$	\$ 852,500	\$
<b>CAPITAL PROJECTS FUNDS</b>				
	\$	\$	\$	\$
<b>Total Capital Projects Funds</b>	\$	\$	\$	\$
<b>INTERNAL SERVICE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Permanent Funds</b>	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>				
6856 - Buckhead Mesa Reserve (6855)	\$	\$	\$ 1,675,000	\$
6855 - Russell Gulch Reserve (6856)				1,675,000
<b>Total Enterprise Funds</b>	\$	\$	\$ 1,675,000	\$ 1,675,000
<b>TOTAL ALL FUNDS</b>				
	\$	\$	\$ 9,446,067	\$ 9,446,067



**GILA COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2018**

<b>FUND/DEPARTMENT</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2017</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2018</b>
<b>GENERAL FUND</b>				
101 - Board of Supervisors	\$ 1,108,180	\$	\$ 1,204,404	\$ 1,297,371
103 - Elections	413,944		357,214	411,484
106 - Emergency Management	246,250		266,988	227,551
107 - Human Resources	775,622		661,631	834,562
108 - Community Development	1,099,514		907,223	1,127,644
115 - GIS Rural Addressing	52,758		40,490	56,855
120 - Recorder	702,175		592,653	712,235
143 - Administrative Services	133,229		125,424	142,543
201.140 - General Administration	522,161			895,322
201.140 - AHCCCS/ALTCS	3,525,800		3,620,506	2,943,700
201.141 - Contingency	386,380			400,000
201.142 - Professional Services	370,500		527,238	736,800
201.201 - Finance	934,540		886,283	957,250
201.610 - Community Agencies	242,500		217,451	201,000
203 - Treasurer	509,048		460,521	525,193
207 - Computer Services	821,167		780,796	1,041,060
221 - Assessor	1,062,457		932,708	1,108,429
300 - Sheriff	12,275,291		11,264,878	12,666,451
301 - County Attorney	2,066,728		1,847,663	2,438,550
302 - Clerk of Superior Court	1,403,046		1,229,198	1,435,625
305 - Child Support Enforcement	842,769		574,185	
311 - Globe Justice Court	616,675		566,303	677,889
314 - Payson Justice Court	565,955		550,861	603,658
321 - Globe Constable	145,308		151,356	166,346
324 - Payson Constable	180,898		179,889	190,011
329 - Court Information System	197,526		76,189	
331 - Superior Court Division I	178,608		158,197	162,265
332 - Superior Court Division II	176,197		168,768	157,894
333 - Superior Court General	926,892		705,389	870,667
335 - Probation	953,815		785,655	966,981
336 - Juvenile Detention	1,335,112		870,703	830,055
341.104 - Flood Plain Management	202,102		189,533	215,740
345 - Indigent Legal Defense	1,265,500		1,292,960	1,289,430
406 - Public Fiduciary	420,421		434,612	478,781
541 - Constituent Services I	90,000		76,468	90,000
542 - Constituent Services II	90,000		83,727	90,000
543 - Constituent Services III	90,000		74,889	90,000
702 - Superintendent of Schools	389,378		343,796	375,296
1111.201 - Indirect Costs	(1,325,808)		(586,575)	(1,375,886)
<b>Total General Fund</b>	<b>\$ 35,992,638</b>	<b>\$</b>	<b>\$ 32,620,174</b>	<b>\$ 36,038,752</b>
<b>RESERVES</b>				
201 - Reserves	\$ 13,050,000	\$	\$	\$ 13,500,000
<b>Total General Fund Reserves</b>	<b>\$ 13,050,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 13,500,000</b>



**SPECIAL REVENUE FUNDS**

101 - Board of Supervisors	\$	50,000	\$		\$	50,000
103 - Elections		75				
106 - Emergency Management		259,316			99,096	89,100
107 - Human Resources		1,005,000			5,194,482	5,403,845
120 - Recorder		328,259			137,486	422,969
171 - Community Services		2,299,596			1,553,623	2,089,860
201 - Community Services		300,000				
201 - Finance						300,000
201 - Finance		289,460			1,963,064	2,001,560
203 - Treasurer		24,677			9,659	13,817
221 - Assessor		148,478			21,588	99,687
300 - Sheriff		1,527,741			569,283	761,128
301 - County Attorney		2,129,433			707,535	1,795,198
302 - Clerk of Superior Court		244,510			43,463	228,914
305 - Child Support Enforcement		1,577,129			287,731	2,216,275
311 - Globe Justice Court		64,790				33,387
314 - Payson Justice Court		154,464			19,520	
333 - Superior Court General		577,850			249,173	511,461
335 - Probation		1,931,663			1,455,319	1,591,438
336 - Juvenile Detention		205,837			88,348	
341 - Public Works		11,031,152			5,348,130	10,917,218
341 - Special Districts		51,129			47,164	51,129
404 - Health		4,041,019			2,984,400	4,150,140
600 - Library District		1,890,804			1,433,788	1,830,552
702 - Superintendent of Schools		6,910			424	
999 - Other		994,218				
<b>Total Special Revenue Funds</b>	\$	31,083,435	\$		\$ 22,213,276	\$ 34,507,678

**DEBT SERVICE FUNDS**

1005.201.355 - Debt Service	\$	854,000	\$		\$ 844,006	\$ 852,500
<b>Total Debt Service Funds</b>	\$	854,000	\$		\$ 844,006	\$ 852,500

**CAPITAL PROJECTS FUNDS**

201 - Capital Projects	\$	6,735,520	\$		\$ 3,584,170	\$ 4,830,108
999 - Other		(2,513,520)				
<b>Total Capital Projects Funds</b>	\$	4,222,000	\$		\$ 3,584,170	\$ 4,830,108

**INTERNAL SERVICE FUNDS**

341 - Facilities, Fleet & Fuel	\$	3,938,173	\$		\$ 2,085,384	\$ 3,776,470
999 - Other		(1,313,771)				
<b>Total Internal Service Funds</b>	\$	2,624,402	\$		\$ 2,085,384	\$ 3,776,470

**ENTERPRISE FUNDS**

341 - Recycling & Landfill Mgmt.	\$	6,188,500	\$		\$ 939,305	\$ 5,353,851
<b>Total Enterprise Funds</b>	\$	6,188,500	\$		\$ 939,305	\$ 5,353,851

**TOTAL ALL FUNDS** \$ 94,014,975 \$ 62,286,315 \$ 98,859,359

\* 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 E**



**GILA COUNTY**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2018**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2017</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2018</b>
Board of Supervisors (101)				
1005 - General Fund	\$ 1,108,180	\$	\$ 1,204,404	\$ 1,297,371
1005.201 - GF Community Services	242,500		217,451	201,000
1005.541 - GF Constituent Services 1	90,000		76,468	90,000
1005.542 - GF Constituent Services 2	90,000		83,727	90,000
1005.543 - GF Constituent Services 3	90,000		74,889	90,000
7494.316 - EECO	50,000			50,000
<b>Department Total</b>	<b>\$ 1,670,680</b>	<b>\$</b>	<b>\$ 1,656,939</b>	<b>\$ 1,818,371</b>
Reserves (102)				
1003 - CIP Reserve	\$ 3,050,000	\$	\$	\$ 3,500,000
1004 - Rainy Day Fund	5,000,000			5,000,000
1006 - Cash Flow Reserve	5,000,000			5,000,000
<b>Department Total</b>	<b>\$ 13,050,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 13,500,000</b>
Elections (103)				
1005 - General Fund	\$ 413,944	\$	\$ 357,214	\$ 411,484
7351 - HHS Polling Place Assembly	75			
<b>Department Total</b>	<b>\$ 414,019</b>	<b>\$</b>	<b>\$ 357,214</b>	<b>\$ 411,484</b>
Emergency Services (106)				
1005 - General Fund	\$ 246,250	\$	\$ 266,988	\$ 227,551
1119 - Emergency Response	259,316		99,096	89,100
<b>Department Total</b>	<b>\$ 505,566</b>	<b>\$</b>	<b>\$ 366,084</b>	<b>\$ 316,651</b>
Human Resources (107)				
1005 - General Fund	\$ 775,622	\$	\$ 661,631	\$ 834,562
1825 - Gila County Wellness Program	5,000		632	5,000
1828 - Gila County Insurance Pool			5,193,850	4,398,845
1111.107 - CPI/Performance Adjustment	1,000,000			1,000,000
<b>Department Total</b>	<b>\$ 1,780,622</b>	<b>\$</b>	<b>\$ 5,856,113</b>	<b>\$ 6,238,407</b>
Community Development (108)				
1005 - General Fund	\$ 1,099,514	\$	\$ 907,223	\$ 1,127,644
<b>Department Total</b>	<b>\$ 1,099,514</b>	<b>\$</b>	<b>\$ 907,223</b>	<b>\$ 1,127,644</b>
GIS - Rural Addressing (115)				
1005 - General Fund	\$ 52,758	\$	\$ 40,490	\$ 56,855
<b>Department Total</b>	<b>\$ 52,758</b>	<b>\$</b>	<b>\$ 40,490</b>	<b>\$ 56,855</b>
Recorder (120)				
1005 - General Fund	\$ 702,175	\$	\$ 592,653	\$ 712,235
7144 - Recorder's Suspense Account	24,669			
7145 - Recorder Document System	75,914		36,737	182,319
7146 - Recorder Mine Claim Surcharge	1,102			1,177
7147 - Computer System Recorder	226,574		100,749	239,473
<b>Department Total</b>	<b>\$ 1,030,434</b>	<b>\$</b>	<b>\$ 730,139</b>	<b>\$ 1,135,204</b>



Administrative Services (143)						
1005 - General Fund	\$	133,229	\$	125,424	\$	142,543
Department Total	\$	133,229	\$	125,424	\$	142,543
Community Services (171)						
2000 - Housing	\$	572,660	\$	492,379	\$	373,313
2001 - CAP		645,440		535,428		738,992
2002 - Housing Rehabilitation		414,044		66,346		314,906
2012 - GEST		667,452		459,470		662,649
Department Total	\$	2,299,596	\$	1,553,623	\$	2,089,860
Finance (201)						
1005 - General Fund	\$		\$		\$	
1005.201.140 - General Fund, General Admin		522,161				895,322
1005.201.140 - GF, AHCCCS/ALTCS		3,525,800		3,620,506		2,943,700
1005.201.142 - GF, Professional Services		370,500		527,238		736,800
1005.201.201 - General Fund, Finance		934,540		886,283		957,250
1005.201.355 - General Fund, Debt Services		854,000		844,006		852,500
1005.201.141 - General Fund Contingency		386,380				400,000
1005.201 - GF Community Services		300,000				
1007.201 - Community Services						300,000
1111 - Indirect Costs		(1,325,808)		(586,575)		(1,375,886)
1124 - Superior & JP Court Security		289,460		199,688		201,560
1820 - Credit Card Revolving				1,763,376		1,800,000
Department Total	\$	5,857,033	\$	7,254,522	\$	7,711,246
Treasurer (203)						
1005 - General Fund	\$	509,048	\$	460,521	\$	525,193
7430 - TIF (Taxpayer Information Fund)		24,677		9,659		13,817
Department Total	\$	533,725	\$	470,180	\$	539,010
Computer Services (207)						
1005 - General Fund	\$	821,167	\$	780,796	\$	1,041,060
Department Total	\$	821,167	\$	780,796	\$	1,041,060
Assessor (221)						
1005 - General Fund	\$	1,062,457	\$	932,708	\$	1,108,429
7143 - Assessor's Surcharge		148,478		21,588		99,687
Department Total	\$	1,210,935	\$	954,296	\$	1,208,116
Sheriff (300)						
1005 - General Fund	\$	12,275,291	\$	11,264,878	\$	12,666,451
6880.341 - Sheriff Jail Maintenance		290,015				
3001 - Drug Gang Violent Crime Control		387,868		310,545		327,999
3002 - Sheriff Vehicle Impound/Storage				8,742		5,000
3011 - Sheriff's Justice Enhancement		345,770		78,507		140,000
3012 - Sheriff Special Projects		33,421		16,173		5,000
3013 - Sheriff Seized Equipment Recapture		68,325				2,500
3014 - Immigration Enforcement		13,554				13,554
3047 - Gila County Sheriff DARE		6,597		1,136		2,000
3054 - Sheriff's Victim's Rights		1,529				1,529
3055 - Sheriff's Commissary Fund		162,814		4,782		35,885
3061 - Sheriff BLESF Program		165,795		121,594		179,518
3064 - Marijuana Eradication		33,224		8,892		10,000
3067 - Methamphetamine Program		18,829				18,829
3075 - GOHS STEP Sheriff				10,788		16,535
3077 - GOSH - DUI Enforcement Equipment				8,124		2,779
Department Total	\$	13,803,032	\$	11,834,161	\$	13,427,579



County Attorney (301)				
1005 - General Fund	\$	2,066,728	\$	1,847,663
3528 - County Attorney Residual Fund		116,560		315
3531 - Attorney's Justice Enhancement		229,593		176,664
3541 - Victim Restitution/Subrogation		70,000		12,700
3542 - Diversion Program CA		403,489		207,980
3543 - County Anti-Racketeering		349,995		75,631
3544 - Cost of Prosecution Reimbursement		461,602		86,262
3545 - Bad Check County Attorney		38,809		
3546 - DEA Federal Asset Forfeiture		7,872		
3547 - Deferred Prosecution Program		91,818		
3552 - County Attorney Fill The Gap		74,853		
3553 - Fair & Legal Employment Act		60,988		
3557 - AG Victim Rights		68,903		45,345
3560 - Victim Compensation		60,000		
3561 - Drug Prosecution Grant		69,018		77,249
3563 - Crime Victim Assistance Program		25,933		25,389
<b>Department Total</b>	\$	<u>4,196,161</u>	\$	<u>2,555,198</u>
Clerk of the Superior Court (302)				
1005 - General Fund	\$	1,403,046	\$	1,229,198
4840 - Cost of Prosecution-Clerk of the Court		38,339		8,426
4841 - Expedited Child Support		23,764		
4842 - Document Conversion Superior Court		56,139		6,584
4844 - Spousal Maintenance Enforcement		20,072		
4846 - JCEF Surcharge Clerk of the Sup Crt		92,667		28,453
4847 - Family Law Commissioner		2,899		
4848 - Fill the Gap Clerk of the Court		10,630		
<b>Department Total</b>	\$	<u>1,647,556</u>	\$	<u>1,272,661</u>
Child Support Enforcement (305)				
1005 - General Fund	\$	842,769	\$	574,185
3509 - IV-D Child Support Enforcement				
3510 - IV-D Incentive/SSRE		298,594		173,069
3511 - Child Support Other Reimbursement		798,535		89,570
3512 - Child Support Incentive Funds		480,000		25,092
<b>Department Total</b>	\$	<u>2,419,898</u>	\$	<u>861,916</u>
Globe Justice Court (311)				
1005 - General Fund	\$	616,675	\$	566,303
4740 - Globe Justice Court Surcharge		64,790		
4742 - FARE				
4743 - Fill the Gap				
<b>Department Total</b>	\$	<u>681,465</u>	\$	<u>566,303</u>
Payson Justice Court (314)				
1005 - General Fund	\$	565,955	\$	550,861
4741 - Payson Justice Court Surcharge		154,464		19,520
<b>Department Total</b>	\$	<u>720,419</u>	\$	<u>570,381</u>
Globe Constable (321)				
1005 - General Fund	\$	145,308	\$	151,356
<b>Department Total</b>	\$	<u>145,308</u>	\$	<u>151,356</u>
Payson Constable (324)				
1005 - General Fund	\$	180,898	\$	179,889
<b>Department Total</b>	\$	<u>180,898</u>	\$	<u>179,889</u>
Court Information Systems (329)				
1005 - General Fund	\$	197,526	\$	76,189
<b>Department Total</b>	\$	<u>197,526</u>	\$	<u>76,189</u>

**SCHEDULE F**



Superior Court Division I (331)					
1005 - General Fund	\$	178,608	\$	158,197	\$ 162,265
Department Total	\$	178,608	\$	158,197	\$ 162,265
Superior Court Division II (332)					
1005 - General Fund	\$	176,197	\$	168,768	\$ 157,894
Department Total	\$	176,197	\$	168,768	\$ 157,894
Superior Courts General (333)					
1005 - General Fund General	\$	926,892	\$	705,389	\$ 870,667
4501 - Law Library		65,606		67,995	71,186
4502 - Conciliation Court Fund		73,800		67,650	77,100
4541 - Local State Aid to Courts		8,823			8,831
4542 - Local Probate Assessment Fee		47,160		17,543	24,409
4553 - State Aid to Courts		47,433		7,321	54,933
4556 - Field Trainer		3,063		12,422	56,199
4559 - Children's Issues Education		20,941		7,975	7,665
4566 - Domestic Relations & Mediation		8,361		2,255	3,876
4574 - Superior Court Cost of Prosecution		242,424		38,089	165,949
4577 - Court Improvement Project		31,081		16,525	19,508
4578 - Expedited Child Support/Visit		29,158		3,795	21,805
4579 - Dependency Surge				7,603	
Department Total	\$	1,504,742	\$	954,562	\$ 1,382,128
Probation (335)					
1005 - General Fund	\$	953,815	\$	785,655	\$ 966,981
4042 - Adult Probation Service Fees		376,139		180,038	224,711
4050 - Adult Drug Court		5,000		3,856	
4051 - Adult Intensive Probation Supervision		216,621		188,360	234,244
4053 - Adult JCEF IPS Assistance		23,222			
4054 - CJEF S/Offender		10,000		8,930	8,930
4055 - Community Punishment Program		25,000		25,953	29,000
4056 - CJEF Substance Abuse		26,000		22,028	23,739
4057 - Drug Treatment Education		17,000		12,209	10,197
4059 - State Aid Enhancement		381,105		359,853	417,368
4071 - JPSF Treatment		68,556		84,346	92,358
4146 - Juvenile Diversion Fees		59,296			36,435
4147 - Juvenile Probation Service Fees		106,943		1,675	25,000
4150 - Juvenile Detention Alternatives				4,568	5,000
4177 - Court Appointed Special Advocate		90,495		71,875	
4178 - CASA - Globe		61,790		58,504	64,382
4189 - Juvenile Drug Court		5,000		3,868	
4193 - Family Counseling		5,000		8,922	8,912
4194 - Diversion Consequences		17,129		30,635	23,173
4195 - Diversion Intake		194,306		181,431	208,905
4196 - Juvenile Intensive Probation Services		133,038		112,656	70,161
4197 - Juvenile Standards Probation		110,023		95,612	108,923
Department Total	\$	2,885,478	\$	2,240,974	\$ 2,558,419
Juvenile Detention (336)					
1005 - General Fund	\$	1,335,112	\$	870,703	\$ 830,055
4151 - Juvenile Evening/Weekend Res Ctr		205,837		88,348	
Department Total	\$	1,540,949	\$	959,051	\$ 830,055

# SCHEDULE F



Public Works (341)								
1005.104 - Flood Plain Management	\$	202,102	\$	\$	189,533	\$	215,740	
6500 - Public Works		5,279,159			3,657,564		5,181,584	
6510 - PW 1/2 Cent Transportation Tax		4,618,696			1,392,965		4,368,707	
6511 - Tonto Creek Bridge		300,662					25,000	
6512 - Young 512 Road							600,000	
6513 - Intergovernmental Projects		610,106			55,941		486,496	
6570 - Waste Tire Fund		176,486			99,211		152,004	
6593 - TE Sidewalks Six Shooter		16,337			2,542			
6594 - TE Sidewalks Main		29,706			139,907		103,427	
1007 - Capital Projects		5,013,520			2,814,803		4,580,108	
1115 - Non-Capitalized Projects		1,722,000			769,367		250,000	
6850 - Recycling & Landfill Management		3,817,090			923,709		3,387,442	
6855 - Russell Gulch Expansion Reserve		2,071,410					291,409	
6856 - Buckhead Mesa Expansion Reserve		300,000			15,596		1,675,000	
6860 - Fuel Management		697,723			55,190		636,563	
6870 - Fleet Management		649,708			90,927		734,254	
6880 - Facilities Management		2,590,742			1,939,267		2,405,653	
7510 - Pine SLID		1,770			1,624		1,770	
7511 - Apache Hills SLID		3,039			2,788		3,039	
7512 - Upper Glendale/Central Heights		1,293			1,187		1,293	
7513 - East Verde Park SLID		4,063			3,723		4,063	
7514 - Miami Gardens SLID		2,911			2,913		2,911	
7515 - Midland/Central Heights SLID		15,614			14,330		15,614	
7516 - Claypool/Lower Miami SLID		22,439			20,599		22,439	
Department Total	\$	28,146,576	\$		\$	12,193,686	\$	25,144,516
Indigent Legal Defense (345)								
1005 - General Fund	\$	1,265,500	\$		\$	1,292,960	\$	1,289,430
4540 - Local Aid to Indigent Defense		5						5
4569 - Aid to Indigent Defense		171,349						172,000
Department Total	\$	1,436,854	\$		\$	1,292,960	\$	1,461,435
Health (404)								
1008 - Health Services Fund	\$	966,558	\$		\$	631,563	\$	751,688
1009 - Rabies Control		414,459				399,009		423,080
2517 - HIV		4,653				4,095		4,561
2518 - WIC		329,022				271,281		371,649
2519 - TB		49,280				10,738		49,267
2521 - Community Health Grant		71,779				74,534		74,142
2524 - Immunization		348,358				100,205		543,660
2526 - Private Stock Vaccines		410,000				153,500		506,341
2527 - Population Health Initiative		70,626				84,454		68,869
2528 - Commodity Supplement Food Program		5,985				3,007		6,166
2529 - RXP OD Prevention		95,992				123,648		115,264
2530 - HIV Consortium		222,258				202,644		217,613
2550 - Public Health Emergency Preparedness		212,653				263,286		200,648
2552 - Tobacco Free Environment		130,393				140,395		154,196
2557 - Prop 201 Smoke Free AZ Act		54,913				49,265		46,709
2558 - Public Health Accreditation		97,221				36,162		149,526
2559 - Family Planning		31,016				18,587		51,065
2560 - Teen Pregnancy Prevention Services		234,330				214,533		191,632
2562 - Public Health in Action						29		
2565 - Neonatal Intensive Care Program		26,570				9,652		23,354
2569 - Maternal & Child Health						261		
2570 - Maternal & Child Home Visiting		81,522				23,548		
2571 - Supplemental Nutrition Assistance Ed		183,431				170,004		200,710
Department Total	\$	4,041,019	\$		\$	2,984,400	\$	4,150,140
Public Fiduciary (406)								
1005 - General Fund	\$	420,421	\$		\$	434,612	\$	478,781
Department Total	\$	420,421	\$		\$	434,612	\$	478,781

**SCHEDULE F**



Library (600)						
6000 - Library District Grants	\$	186,577	\$	131,176	\$	174,393
6010 - Library Assistance		1,704,227		1,302,612		1,656,159
Department Total	\$	1,890,804	\$	1,433,788	\$	1,830,552
Superintendent of Schools (702)						
1005 - General Fund	\$	389,378	\$	343,796	\$	375,296
5510 - Gila County Education Services		1,311		424		
5520 - Special School Reserve		5,599				
Department Total	\$	396,288	\$	344,220	\$	375,296

\* 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.



**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2018**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2018</b>	<b>Employee Salaries and Hourly Costs 2018</b>	<b>Retirement Costs 2018</b>	<b>Healthcare Costs 2018</b>	<b>Other Benefit Costs 2018</b>	<b>Total Estimated Personnel Compensation 2018</b>
<b>GENERAL FUND</b>						
1005 General Fund						
101 Board of Supervisors	13.98	\$ 881,796	\$ 119,458	\$ 102,624	\$ 70,115	\$ 1,173,993
103 Elections	4.01	176,409	20,053	31,392	14,680	242,534
106 Emergency Management	2.60	116,505	12,478	20,405	8,642	158,030
107 Human Resources	5.00	268,697	30,900	39,240	21,725	360,562
108 Community Development	15.49	748,504	82,372	117,720	62,933	1,011,529
115 GIS Rural Addressing	1.00	32,504	3,738	7,848	2,553	46,643
120 Recorder	11.00	378,142	52,732	86,328	30,483	547,685
143 Administrative Services	3.00	87,560	10,070	24,744	6,878	129,252
201 Finance	13.00	576,645	66,315	105,948	45,842	794,750
203 Treasurer	6.01	287,994	41,502	47,088	23,334	399,918
207 Computer Services	8.59	476,319	54,777	68,123	38,241	637,460
221 Assessor	17.00	648,996	83,009	134,016	54,408	920,429
300 Sheriff	146.32	6,597,158	1,607,742	1,133,124	770,762	10,108,786
301 County Attorney	25.35	1,580,635	197,206	200,909	126,150	2,104,900
302 Clerk of Superior Court	20.98	836,878	105,207	160,884	64,607	1,167,576
311 Globe Justice Court	10.50	445,793	58,827	78,480	35,789	618,889
314 Payson Justice Court	9.06	408,910	57,053	70,632	32,713	569,308
321 Globe Constable	2.50	105,915	22,067	15,696	8,802	152,480
324 Payson Constable	2.49	123,146	20,977	15,696	10,092	169,911
331 Superior Court Div I	3.00	119,043	13,690	15,696	4,586	153,015
332 Superior Court Div II	2.00	116,537	13,402	15,696	4,394	150,029
333 Superior Court General	9.57	603,226	65,186	68,984	47,973	785,369
335 Probation	11.88	554,678	88,755	93,235	44,872	781,540
336 Juvenile Detention	11.24	429,020	91,140	80,678	36,517	637,355
341.104 Flood Plain Mgmt	2.00	131,749	15,152	15,696	11,173	173,770
406 Public Fiduciary	7.00	297,005	34,156	54,936	24,178	410,275
702 School Superintendent	6.41	265,488	22,493	50,798	21,648	360,427
<b>Total General Fund</b>	<b>370.98</b>	<b>\$ 17,295,252</b>	<b>\$ 2,990,457</b>	<b>\$ 2,856,616</b>	<b>\$ 1,624,090</b>	<b>\$ 24,766,415</b>



**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2018**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2018</b>	<b>Employee Salaries and Hourly Costs 2018</b>	<b>Retirement Costs 2018</b>	<b>Healthcare Costs 2018</b>	<b>Other Benefit Costs 2018</b>	<b>Total Estimated Personnel Compensation 2018</b>
<b>SPECIAL REVENUE FUNDS</b>						
1008 Health Service Fund	10.08	\$ 464,884	53,220	79,108	37,210	\$ 634,422
1009 Rabies Control	6.23	201,942	23,147	48,658	19,172	292,919
2000 Housing	0.55	28,215	3,245	4,317	2,218	37,995
2001 CAP	0.84	26,026	2,993	6,593	2,066	37,678
2002 Housing Rehabilitation	5.00	224,561	25,825	39,241	18,895	308,522
2003 DES Community Action Program	4.80	189,719	21,818	37,672	15,115	264,324
2004 Section 8 Housing 14.871	0.45	23,085	2,655	3,532	1,815	31,087
2005 Weatherization Assistance 81.042	0.35	16,214	1,865	2,747	1,423	22,249
2006 Supp Nutrition Assist Prg 10.551	0.75	25,883	2,977	5,886	2,064	36,810
2012 GEST	10.41	338,639	37,748	79,580	28,329	484,296
2517 HIV	0.05	2,075	239	392	167	2,873
2518 WIC 10.557	6.54	231,081	24,539	47,480	18,447	321,547
2519 TB	0.08	3,862	444	628	311	5,245
2521 Community Health Grant	1.25	36,982	4,253	9,810	2,961	54,006
2524 Immunization	1.99	71,228	8,191	15,618	5,662	100,699
2528 Commodity Supp Food Prg 10.565	0.05	1,620	186	393	130	2,329
2529 RXP - Presc Drug OD Prevention	1.30	49,891	5,738	10,203	3,974	69,806
2530 HIV Consortium	2.05	77,531	8,916	16,088	6,213	108,748
2550 Public Hlth Emerg Preparedness	1.25	57,539	5,697	9,810	3,891	76,937
2552 Tobacco Free Environment	1.75	61,528	7,076	13,734	4,930	87,268
2557 Prop 201 Smoke Free AZ Act	0.75	33,966	3,179	5,886	2,725	45,756
2558 Public Health Accreditation	0.15	14,762	1,698	1,177	1,252	18,889
2559 Family Planning	0.05	2,474	285	392	198	3,349
2560 Teen Pregnancy Prevention Svcs	3.35	99,690	11,464	26,291	7,944	145,389
2571 Supp Nutrition Asst Prog Ed	1.00	50,423	5,109	7,848	3,489	66,869
3001 Drug Gang Violent Crime Control	3.08	188,170	92,947	24,133	22,749	327,999
3055 Sheriff's Commissary Fund	0.13	6,500			512	7,012
3061 Sheriff BLESF Program	2.00	100,039	51,470	15,696	12,313	179,518
3064 Marijuana Eradication		10,000				10,000
3509 IV-D Child Support	14.71	674,767	77,600	131,140	52,809	936,316
3510 IV D Incentive/SSRE					55,000	55,000
3511 Child Support Other Reimb	1.00	71,324	8,203	7,848	95,592	182,967
3531 Attorney's Justice Enhancement	3.00	139,502	16,043	24,744	10,935	191,224
3542 Diversion Program CA	3.75	155,175	17,845	31,392	12,164	216,576
3544 Cost of Prosecution Reimb Fund	3.00	117,926	12,823	15,696	9,245	155,690
3547 Deferred Prosecution Program	1.00	38,513	4,429	7,848	3,020	53,810
3557 A G Victim Rights	0.90	34,635	3,983	7,064	2,715	48,397
3561 Drug Prosecution Grant	1.00	60,576	6,966	7,848	4,749	80,139
3563 Crime Victim Assistance Prog	0.50	19,870	1,860	3,924	1,558	27,212
4042 Adult Probation Service Fees	3.00	137,424	26,119	23,544	11,724	198,811
4051 Adult Intensive Prob Supervision	3.50	159,479	33,532	28,008	13,225	234,244
4059 State Aid Enhancement	6.59	292,459	48,574	52,019	24,316	417,368
4071 JPSF Treatment	1.00	58,019	13,542	7,848	4,949	84,358
4146 Juvenile Diversion Fees	0.25	7,944	914	1,962	615	11,435
4177 Court Appointed Spec Advocate	1.50	57,197	6,578	11,772	4,417	79,964

**SCHEDULE G**



**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2018**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2018</b>	<b>Employee Salaries and Hourly Costs 2018</b>	<b>Retirement Costs 2018</b>	<b>Healthcare Costs 2018</b>	<b>Other Benefit Costs 2018</b>	<b>Total Estimated Personnel Compensation 2018</b>
4178 CASA - Globe	1.00	43,912	5,050	7,848	3,391	60,201
4194 Diversion Consequences	0.20	6,234	717	1,570	483	9,004
4195 Diversion Intake	2.80	140,893	31,040	21,975	11,497	205,405
4196 Juvenile Intensive Prob Superv	1.00	43,461	10,144	7,848	3,708	65,161
4197 Juvenile Standards Probation	1.50	65,547	7,538	12,372	5,466	90,923
4501 Law Library	1.00	30,479	3,505	7,848	2,354	44,186
4556 Field Trainer	1.00	40,555	4,664	7,848	3,132	56,199
4577 Court Improvement Project	0.50	13,070	1,503	3,924	1,011	19,508
4840 Cost of Prosecution Clrk Sup Crt	0.01	10,000	936		772	11,708
4842 Document Conversion Sup Crt	0.01	10,000			772	10,772
6000 Library District Grants	0.92	36,025	1,029	1,492	2,830	41,376
6010 Library Assistance	4.31	259,229	29,812	33,825	20,996	343,862
6500 Public Works	69.08	2,840,103	324,757	536,064	315,691	4,016,615
6570 Waste Tire Fund	1.17	42,995	4,945	9,182	4,054	61,176
<b>Total Special Revenue Funds</b>	<b>195.48</b>	<b>\$ 8,245,842</b>	<b>\$ 1,111,575</b>	<b>\$ 1,527,366</b>	<b>\$ 909,365</b>	<b>\$ 11,794,148</b>
<b>DEBT SERVICE FUNDS</b>						
		\$	\$	\$	\$	\$
<b>Total Debt Service Funds</b>		\$	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>						
6850 Recycling & Ldfl Mngmt	11.83	\$ 440,399	50,303	96,766	52,358	639,826
<b>Total Enterprise Funds</b>	<b>11.83</b>	<b>\$ 440,399</b>	<b>\$ 50,303</b>	<b>\$ 96,766</b>	<b>\$ 52,358</b>	<b>\$ 639,826</b>
<b>INTERNAL SERVICE FUND</b>						
6860 Fuel Management	0.50	\$ 20,815	2,394	3,924	1,766	28,899
6870 Fleet Management	3.50	151,384	17,409	28,068	14,432	211,293
6880 Facilities Management	22.86	810,307	92,221	176,580	73,947	1,153,055
<b>Total Internal Service Fund</b>	<b>26.86</b>	<b>\$ 982,506</b>	<b>112,024</b>	<b>208,572</b>	<b>90,145</b>	<b>1,393,247</b>
<b>TOTAL ALL FUNDS</b>	<b>605.15</b>	<b>\$ 26,963,999</b>	<b>\$ 4,264,359</b>	<b>\$ 4,689,320</b>	<b>\$ 2,675,958</b>	<b>\$ 38,593,636</b>



**ARF-4415**

**Regular Agenda Item 3. C.**

**Special BOS Meeting**

Meeting Date: 07/18/2017

Submitted For: Steve Sanders, Director

Submitted By: Shannon Coons, Fiscal Services Manager

Department: Public Works

Division:

Facilities

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Information

Request/Subject

Request to Advertise Statement of Qualifications No. 070317 - On-Call Design and Architectural Services

Background Information

Many remodels and additions in Gila County buildings require design and plans to move forward with construction. Rather than going out for bid to utilize the services of a design/architectural firm for each small project, it would be more efficient to enter into a contract with an on-call design/architectural firm(s) as projects arise which are less than \$100,000. The firm(s) will work directly with all affected offices and come up with the best solution for efficiency of space. Many factors must be considered such as electrical, data, HVAC, fixtures, plumbing, finishes and security among others. The more experienced people involved, the better the project delivery. The Statement of Qualifications "SOQ" process is a two-phase process. The first phase is solely to review qualifications. A bid amount (pricing) is not solicited at this time. Once the responses are received by the designated date, an evaluation committee will be assembled to evaluate the responses based on scoring criteria identified in the SOQ.

The second phase of the SOQ process is to negotiate a price with the selected contractor. Upon completion of the negotiations, County staff is confident that an appropriate price has been reached with the successful respondent, for the scope of work to be performed.

Evaluation

When County Management directs staff to remodel or add to an existing building, it will save time to have an on-call designer or architect assist in the project. A firm that knows building structure and can help us get the best utilization of space is paramount to obtaining the best product. Having experienced firms under contract to choose from will improve the



schedule of delivery and performance of the project. On-call contracts will not exceed \$100,000 per year.

### Conclusion

Gila County is seeking qualified architects to assist us in expediting remodeling building projects when directed by Management.

### Recommendation

The Finance Division Director and the Public Works Division Director recommend and request that the Board of Supervisors authorize the advertisement of Request for Qualifications No. 070317 - On-Call Design and Architectural Services to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

### Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 070317 - On-Call Design and Architectural Services. **(James Menlove/Steve Sanders)**

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### Attachments

Solicitation Page

Request to Advertise

SOQ On-Call Design

County Attorney Cannot Approve as to Form

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**GILA COUNTY  
NOTICE OF REQUEST FOR SEALED QUALIFICATIONS NO. 070317  
ON-CALL CONSULTANT/ARCHITECTURAL SERVICES**

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**Notice is hereby given that Gila County is requesting** Statement of Qualifications from qualified Small Business firms or individuals for On-Call Consultant/Architectural Services.

**SUBMITTAL DUE DATE:** 4:00 PM, MST, Thursday, August 3, 2017

**RETURN PROPOSAL TO:** GILA COUNTY FINANCE DEPARTMENT  
COPPER BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**NOTICE IS HEREBY GIVEN**, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department Copper Building Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the Request for Sealed Proposals forms included in this RFQ No. 070317 package, and shall include all applicable taxes.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Any questions regarding this Request for Qualifications shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

The Gila County Board of Supervisors reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **July 19, 2017 and July 26, 2017**

Signed: \_\_\_\_\_  
**Tommie C. Martin, Chairman of the Board of Supervisors**

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

Signed: \_\_\_\_\_  
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney**

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



## GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

<p><b>IS THIS A REQUEST FOR</b>      <i>Check one</i></p> <p>Bids _____ Proposals _____</p> <p>Qualifications <u>  X  </u></p>	<p><b>REQUEST NUMBER</b></p> <p><b>70317</b></p> <p><i>(For Procurement Use Only)</i></p>
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FUNDING					PROJECTS: <u>various capital improvements</u>				
Fund	1007	Dept No.	341	Program	various	Location		Account	4500.19

Signed:  Date 7/3/2017  
Elected Official or Department Head

DATE	Department Receipt	6/30/2017	Placed on Agenda	7/3/2017
	Presented to Board	7/18/2017	Approved to Call	7/18/2017
	Delivered to Paper	7/13/2017	Paper Name	Arizona Silver Belt
	Advertised From	7/19/2017	To	7/26/2017
	Closing Date	8/2/2017	Bid Award Date	
	Awarded To		Pre-Bid Meeting Date	

Department Name: _____		
<div style="display: flex; justify-content: space-between;"> <span>Department Head Signature _____</span> <span>Date _____</span> </div>		
Department Name: _____		
<div style="display: flex; justify-content: space-between;"> <span>Department Head Signature _____</span> <span>Date _____</span> </div>		

Finance Director Signature \_\_\_\_\_ Date \_\_\_\_\_



**STATEMENT OF QUALIFICATIONS NO. 070317**  
**On-Call Design and Architectural Services**

**GLOBE, ARIZONA**



**BOARD OF SUPERVISORS**

**Tommie C. Martin, Chairman**

**Timothy Humphrey, Vice Chairman**

**Woody Cline, Member**

**County Manager**

**James Menlove**



Gila County is requesting Statement of Qualifications from qualified Small Business firms or individuals for:

**On-call Consultant / Architectural Services**

Statement of Qualifications and Performance Data are to be received in the Office of:

Gila County Finance  
Betty Hurst, Contracts  
Copper Building  
1400 E. Ash Street  
Globe, AZ 85501

Until: 4:00 p.m. on August 3, 2017, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms or individuals submitting Responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this Request shall be directed to:

Name: Betty Hurst, Contracts  
Address: 1400 E. Ash Street  
Globe, AZ 85501  
  
Phone: (928) 402-4355  
Fax: (928) 402-4386  
Email: [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov)



# STATEMENT OF QUALIFICATIONS

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### Gila County General Provisions

**\*NOTE:** *The General Provisions are being provided solely for the purpose of the potential Qualifier to be aware of Gila County's liability requirements and contract format.*



## Section A: Introduction

Gila County is seeking qualified Architectural and Design Firms to provide general consultant/architectural design services for Gila County buildings. The on-call list will be in effect for one (1) year, with an option of renewal for four (4) additional one-year periods, if determined to be in the County's best interest.

All qualified Consultants interested in providing these building remodel or new construction design services to Gila County are invited to submit their Statement of Qualifications (SOQ). All SOQ's must comply with the requirements specified in this Statement of Qualifications (SOQ).

Gila County intends to select firms for services without obligation and can call upon the firms at any time during the term of the agreement. **There is no guarantee of a number of projects, minimum contracting amount, either annually or over the entire term of the agreement.** The individual projects will not exceed \$100,000 each and Gila County reserves the right to select such services from firms other than those who submit proposals, as circumstances warrant or may be in the best interest of Gila County.

Any Contract resulting from this solicitation shall be for the use of Gila County.



## Section B: On-Call Consulting Service Categories

### Consulting and Architectural Services

The consultant shall be capable of providing architectural and building related engineering services. In addition to the design, the consultant shall be capable of providing reports, studies, master planning, conceptual designs, specifications, permitting, and budget estimates on an as needed basis. The consultant may supply all services ancillary to the projects. The consultant must be an Arizona registrant and properly licensed and certified to perform services in Arizona.

The following is a list of the types of projects that the County anticipates over the life of an On-Call contract. This list of project categories is not comprehensive and the County reserves the right to add related engineering/architectural services as necessary.

Successful Offeror(s) may be assigned work on an “as-needed” basis for Gila County. Gila County anticipates the necessity to assign several tasks to the successful Offeror(s) under purchase orders pursuant to this SOQ, however, Gila County cannot and does not predict or guarantee the number or frequency of tasks that any particular successful Offeror(s) may be asked to complete.

The Contract will require that the consultants provide to Gila County paper copies and editable digital files for all work related to the project. The editable project digital files shall be submitted in Microsoft Office Suite or AutoCAD file formats. In addition to supplying editable digital files, the consultant shall also supply Adobe PDF files and paper copies of all work.

#### May include the following services:

- ***Measure existing structures:*** interior and exterior and create as-built floor plan drawings for base plan as required.
- ***Feasibility Studies:*** Review and discuss with owners regarding possible options for remodeling, based on information collected and identified on the as-built floor plans and meetings with user groups.
- ***Schematic Design***
- ***Design Development***
- ***Construction Drawings*** in auto-Cad or PDF
- ***Meeting*** with owners, departments, elected officials, etc. as required or requested by Gila County.
- ***Other Architectural Services as required.***



## Section C: Project Estimates

The total cost of work issued to consultants by Gila County in any one-year contract term will not be limited. No single project cost will exceed \$100,000 per A.R.S. § 41-2581, at final payment for the project including all change orders and other contract costs. Gila County is required to request at least one initial project cost estimate when the total estimated cost of a project is **\$100,000 or below**. Gila County will request a final project cost proposals (official quote) from the one selected consultant based on the project cost estimates provided. Award of a project to a consultant established from this solicitation will be determined based on the quote provided on a per-project basis.

Gila County intends to select firms for services without obligation and can call upon the firms at any time during the term of the agreement. **There is no guarantee of a number of projects, minimum contracting amount, either annually or over the entire term of the agreement.** Gila County reserves the right to procure such services from firms other than those who submit proposals, as circumstances warrant or may be in the best interest of the County. For example, a project under \$25,000 may be offered in an open competitive environment and awarded outside of the agreements resulting in this solicitation. Gila County reserves the right and will issue purchase orders based on ability of the prequalified consultant to meet Gila County's work schedule, geographical location requirements, cost and budget requirements and the availability of trades and expertise in relation to each project.

Successful Offeror(s) agree that any confidential information provided to or developed by the consultant while employed under the established contract with Gila County, shall be kept confidential and shall not be made available to any individual or organization by the consultant without prior written consent by Gila County.



## **Section D: Management and Administration**

The developed scope of work will be specific to the requirements of the project. However, the following information is presented as a general description for design administration services that the Consultant may be required to perform. The services listed may include, but are not limited to, the following:

### **1. General Project Administration:**

**A.** Coordinating with Gila County during all phases of the project.

**B.** Conducting project meetings as necessary to maintain the project budget and schedule, as well as any additional meetings as requested by the County. Meetings under basic services may include:

- Meetings with the Gila County, client departments, County management and Board of Supervisors.
- Meetings required for obtaining review approvals and permits.
- Meetings with Utility companies.
- Meetings with property and business owners, etc.

**C.** Coordinating with private, public and County utilities (i.e., APS, Southwest Gas, Telephone and Cable Communications, Water and Sewer Services Department, etc.) regarding standard technology and utility issues and incorporating pertinent information in the plans.

**D.** Submitting and retrieving all required contract documents to the various required reviewing agencies.

**E.** Preparing and maintaining a project schedule after meeting with the Gila County designee. Determine appropriate submittal deadlines and to coordinate project submissions. The Consultant will be responsible for the master scheduling through the design phase. Once the construction phase begins the master scheduling, responsibilities will transfer to the contractor with the assistance of the Consultant.

**F.** Obtaining all federal, state, county, local and utility approvals required for permitting purposes necessary for the completion of the Project. The contractor will be required to obtain the necessary permits associated with construction of the Project, including City Building Safety, NPDES, Dust Control, and others. As the Project progresses, the Consultant will furnish to the County copies of all communications between the Consultant and the respective agency or department and all approvals and permits for the Project.

### **2. Design Services may include, but are not limited to, the following:**

**A.** Preparing design documents. The design documents shall include, but may not be limited too, design concept reports, project assessment studies, schematic design studies, construction cost estimating, and final permit ready design drawings, specifications and bid documents (construction documents). These documents will fix and illustrate the size and character of the



entire Project including the kinds of materials; type of structures; and such other work as may be appropriate.

**B.** Designing the Project so that construction conforms to all applicable building codes and standards, County design guidelines, County Building Standards Manual, and other applicable statutes and regulations.

**C.** Preparing drawings using computer programs and formats that will be shared with Gila County. Final bid specifications may be prepared for Gila County.

**D.** Design drawings shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the County.

**E.** Upon completion of the design drawings, specifications and contract documents, the Consultant shall provide a specified number of sets of all construction documents and applicable design calculations for review and approval by the appropriate County agencies and/or other applicable authorities. These documents must be sealed and signed by the appropriate responsible party. With the submission of the construction plans, specifications and contract documents, the Consultant shall submit a detailed Project cost estimate.

**F.** Coordinating the applicable permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the Project. All original filing and approval fees shall be paid by the County or reimbursed to the Consultant if paid by the Consultant. The Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plan set, if applicable. The Consultant shall submit to the County a copy of all correspondence between the Consultant and utility companies, including utility review submittals and conflict notices.

**G.** If required, the Consultant shall resubmit the revised plans for final approval. Additionally, if required by the Project Manager, the Consultant shall review and revise the cost estimate, reflecting the modifications made for the final submittal.

**H.** Upon approval of the final construction documents the Consultant shall deliver to the County the final reproducible drawings and the original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.



## **Section E. Submittal Requirements**

The Statement of Qualifications shall include a one-page cover letter, plus a maximum of 15 pages to address the SOQ evaluation criteria (excluding resumes but including any organization charts with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two (2) pages and should be attached as an appendix to the SOQ. The cover letter and the resumes are not counted toward the 15 page maximum.

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specified cut-off date and time
- Adherence to maximum page requirement
- Correct delivery of submittal

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages and divider pages will not be counted if they do not contain submittal information.



## **Section F. Selection Process**

The successful consultant/firm/team will be selected through a qualifications-based selection process of the SOQs submitted in response to this SOQ. Gila County's selection committee will evaluate each SOQ according to the criteria set forth. The consultants will be ranked from lowest to highest. The consultants receiving the highest evaluation from the selection panel may be selected to interview for the contract.

Consultants being interviewed will be notified in writing. The weighted selection criteria to be utilized to determine their final award standing/priority will be included in the notification. Gila County will select the persons or firms and the order for the final list through the combined results of both the interview process and the evaluation of statements of qualifications and performance data submitted in response to the SOQ. The Gila County selection panel will then recommended the rank-ordered shortlist of the best-qualified consultants.

There will be a single final list of at least four (4) firms. In accordance with A.R.S. §41-2581, Gila County will enter into negotiations with the top ranked firms and execute contracts upon completion of negotiation of fees and contract terms. If Gila County is unsuccessful in negotiating a contract with a top ranked team in the final list, Gila County may then negotiate with the next firm(s) in successive order.



## **Section G. Special Instructions to Offerors**

### **1. Offeror's Contacts:**

- 1.1. All questions regarding this SOQ, including technical specifications, Scope of Work, proposal process, etc., must be directed to Gila County Procurement.

### **2. Proposal Preparation:**

- 2.1. An authorized representative of the Offeror will sign proposals. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation or rejection of the proposal.
- 2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the SOQ. Emphasis should be on the completeness and clarity of content. Gila County will not provide any reimbursement for the cost of developing, demonstrating or presenting proposals in response to this SOQ.

### **3. Proposal Delivery and Opening:**

- 3.1. The name of each Offeror will be publicly available. All information contained in the proposals will be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of evaluation and negotiation. Proposals will not be subject to public inspection until after contract award.
- 3.2. Proposal Acceptance Period: The proposal will be binding upon the Offeror for a period of seventy five (75) calendar days following the proposal due date.
- 3.3. All material submitted in accordance with this solicitation becomes the property of Gila County and will become a matter of public record subsequent to award of a contract.

### **4. Proposal Format:**

The material should be in sequence and related to the SOQ. Gila County will not provide any reimbursement for the cost of developing or presenting proposals in response to this SOQ. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

Please keep in mind that the following points are assigned based on your organization's response for section 4.1-4.3:

- Project Manager's Qualifications (Maximum 40 Points)
- Design Philosophy, Process, QA/QC (Maximum 25 Points)
- Project Experience (Maximum 25 Points)
- Overall Quality of Proposal (Maximum 10 Points)

#### **4.1. Experience/Expertise/Reliability:**



The proposal should contain the following:

Experience and reliability of the offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this SOQ. Specifically, the offeror should provide the following information:

The Offeror will use the following topics to describe in detail, their education levels, skill levels and knowledge levels acquired as it relates to the purpose of this SOQ. Whenever possible, the offeror's responses should include specific information such as dates, locations, any certifications and whether any training or education was formal or informal.

Provide a listing of projects completed in the past 3 years that supports the consistent quality of your trade and demonstrates the type of projects completed.

#### 4.2. Firm's Demonstrated Expertise:

The Offeror will use the following topics to describe in detail, their education levels, skill levels and knowledge levels acquired as it relates to the purpose of this SOQ. Whenever possible, the offeror's responses should include specific information such as dates, locations, any certifications and whether any training or education was formal or informal.

- 4.2.1. The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used in a Gila County project. Identify who will be the primary contact for Gila County for providing project cost estimates and project management.
- 4.2.2. The Offeror should provide a resume and any additional data demonstrating construction and public works contracting expertise related to previous work assignments which are relevant to this SOQ for each of the key personnel to be assigned to a project. Include project managers, superintendents and tradesmen and other critical staff members. Identify if any of these key personnel have worked for Gila County under another contract with your firm or under another contract with other companies. Also identify the result of such a contract.
- 4.2.3. The proposal may include any additional information that reflects on the offeror's expertise level in the field of general contracting.

#### 4.3. Method of Approach:

- 4.3.1. The Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein.
- 4.3.2. The Offeror may utilize a written narrative or any other printed technique to demonstrate his ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to



facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.

5. Cost Proposal:

Price is not to be included in this statement of qualifications process. Gila County will enter into negotiations with the top ranked firms and execute contracts upon completion of negotiation of fees and contract terms. If Gila County is unsuccessful in negotiating a contract with the top ranked firms in the final list, Gila County may then negotiate with the next firm(s) in successive order until the contracts are executed, or Gila County may decide to terminate the selection process.

6. Interviews:

The offers selected by the evaluation committee based on the Statement of Qualifications provided may be requested to participate in an interview by the evaluation committee. Those offers invited to participate in interviews, which will be no more than four (4), will receive a written notification. Interviews will center on the offer's ability to provide the required services, answer questions in a relevant and informative manner and the committee's overall impression of the interview. Interviews will be scored in accordance with these expectations and the resulting scores will be added to the Statement of Qualification scores for a total ranking of offers.

7. Selection Process:

The highest ranking four (4) qualified offers based on the combined Statement of Qualification and Interview scores will comprise the final list of qualified offers.

8. Discussion:

In accordance with A.R.S. §41-2581, after the initial receipt of proposals, discussions and interviews may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

9. Negotiations:

In accordance with A.R.S. §41-2581, negotiations may occur with offerors on the final list.



## **Section H. Cancellation of County Contracts**

This contract is subject to the cancellation for conflict of interest of provisions of **A.R.S. §38-511**.

**Further**, the Contractor must certify there is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

The Contractor must furnish names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The Contractor must certify that their firm is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The Contractor agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

## **Section I. Israel Boycott Certification**

Contractor must certify that they are not currently engaged in and will not, for the duration of agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of agreement.



## **Section J. Insurance**

### **INDEMNIFICATION CLAUSE:**

The Consultant hereby agrees to defend, indemnify and hold harmless the County, any of its departments, agencies, officers, or employees (hereinafter referred to as "Indemnatee") from and against any and all damages, actions, losses, claims or liabilities and expenses (including reasonable attorney's fees, court costs, 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 Architect/Designer or any of its owners, officers, directors, agents, employees or sub-consultants. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

### **INSURANCE REQUIREMENTS:**

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

The insurance requirements have been modified due to the status of Small Business as being a sole proprietorship with small scopes of work on Gila County projects. The County Attorney's office has agreed to waive the insurance requirements for Commercial General Liability, Automobile Liability and Worker's Compensation and Employer's Liability under the following conditions:

- The Consultant works from his or her home and has no one going to his or her home on County business.
- The Consultant sets his or her own schedule.
- The Consultant uses his or her own tools and controls her own work products.
- The size of a single project does not exceed \$100,000 with an annual aggregate amount not to exceed \$100,000.



Should a project exceed \$100,000, additional insurance requirements shall be required and a new contract shall be signed.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$1,000,000
  - Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:  
**"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".**
- b. **Consultant's sub-consultants** shall be subject to the same minimum requirements identified above.

2. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.



3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst** [bhurst@gilacountyaz.us](mailto:bhurst@gilacountyaz.us) and shall be sent by certified mail, return receipt requested to Gila County Procurement 1400 E. Ash Street, Globe, AZ 85501.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Betty Hurst** [bhurst@gilacountyaz.us](mailto:bhurst@gilacountyaz.us) or **1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUB-CONSULTANTS:** All required sub-consultants' certificates and endorsements are to be received and approved by the County before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

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.



## Section K. Response Certification

\_\_\_\_\_  
(DATE)

The undersigned certifies that to the best of his or her knowledge: (check one)

- ☐ There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.
- ☐ The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The undersigned further certifies that their firm (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Statement of Qualifications No. Space Needs Assessment and Conceptual Plan Engineering Analysis, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Print

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number



Signatures Required of Gila County

Board of Supervisors

\_\_\_\_\_  
Tommie C. Martin, Chairman  
Chairman of the Board

\_\_\_\_\_  
Date

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



July 13, 2017

To: Board of Supervisors

From: County Attorney's Office

Re: July 18, 2017 agenda item regarding Request to Advertise  
Statement of Qualifications No. 070317 – On-call Design and  
Architectural Services.

We cannot approve this proposed contract as to form because it does not have the required statements about immigration set out in A.R.S. § 41-4401 and the statute cited in the paragraph prohibiting a boycott of Israel should be A.R.S. § 35-393(1) not 35-393.01.



**ARF-4366**

**Regular Agenda Item 3. D.**

**Special BOS Meeting**

Meeting Date: 07/18/2017  
Submitted For: Malissa Buzan, Director  
Submitted By: Allison Torres, Case Manager  
Department: Community Services  
Division: Comm. Action Program/Housing Servs.

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Information

Request/Subject

Amended Bylaws of the Gila County Community Action Program (CAP) Advisory Board.

Background Information

The Gila County Board of Supervisors established the Gila County CAP Advisory Board on January 20, 1998, and thereafter bylaws for this Board were developed and implemented.

The CAP Advisory Board is a Tripartite Board. The members consist of a minimum of nine (9) members, not to exceed a maximum of twelve (12) members. Three (3) members are from the public sector, appointed by the Gila County Board of Supervisors to represent each Supervisorial District; three (3) members are low-income representatives who must reside in a low-income community; and three (3) members are private sector officials or members of business, industrial labor, religious, welfare, education or other major groups and interests in the community. There are currently 9 members serving on the CAP Advisory Board.

Evaluation

The current CAP Advisory Board Bylaws were last updated in Fiscal Year (FY) 2012. The current FY 2012 Bylaws are outdated and need to be amended.

Conclusion

The FY 2012 CAP Advisory Board Bylaws are outdated and have been amended.

Recommendation

The Gila County Community Services Division Director recommends approval of the amended CAP Advisory Board Bylaws.

Suggested Motion

Information/Discussion/Action to approve the amended Bylaws of the Gila County Community Action Program Advisory Board. **(Malissa Buzan)**

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Attachments

Proposed Amended CAP Advisory Board Bylaws

CAP Advisory Board Bylaws - Adopted 2012

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# By-Laws

of the

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## GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD

**SFY 2018**





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## **ARTICLE I**

### **INTRODUCTION**

#### **Section 1            Name**

The name of the organization shall be the Gila County Community Action Program Advisory Board (Advisory Board).

#### **Section 2            Description**

The Advisory Board was established pursuant to action adopted by the Gila County Board of Supervisors on January 20, 1998. The location of the Gila County Community Action Program (CAP) and the Advisory Board is 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

## **ARTICLE II**

### **STATEMENT OF PURPOSE**

The purpose of the Advisory Board is to focus on the low-income population as follows:

- A. To provide a range of services and assistance with a measurable and potentially major impact on the causes of poverty in Gila County.
- B. To promote self-sufficiency by providing services designed to assist low income residents.
- C. To serve as an advocate for people in need.
- D. To assist program participants by providing utility assistance, eviction/homeless prevention, energy awareness, financial literacy, and employment seeking skills.
- E. To coordinate, communicate, refer, network and establish linkages between governmental, social services and private entities to assure the effective delivery of services to low income individuals.
- F. To provide oversight of the Community Services Block Grant (CSBG) and other funding programs.
- G. To pursue and obtain grants and/or loans to acquire funding to provide the above mentioned services.



## **ARTICLE III**

### **ADVISORY BOARD**

#### **Section 1                    Membership and Tripartite Sectors**

- A. The membership of the Advisory Board shall consist of a minimum of nine (9) members not to exceed a maximum of twelve (12) members. At least one-third (1/3) of the members shall represent the Low-Income Sector and, the remaining members should equally represent the Public Sector and the Private Sector.
- B. All members of the Board must be 18 years of age or older and residents of Gila County.
- C. Each member of the Advisory Board is expected to attend at least four (4) Advisory Board meetings per year and may be requested by the Chairperson to serve on a committee.
- D. Members will complete tasks assigned by the Advisory Board Chairperson and will carry out assignments from committees to which they have been appointed.
- E. Members are expected to be knowledgeable about the essential matters confronting the Advisory Board.
- F. Members are able to participate actively in the development, planning, implementation, and evaluation of programs funded under the Community Services Block Grant (CSBG).
- G. Members are expected to assist each other in orientation and education related to Advisory Board responsibilities.
- H. Members will be required to sign a Loyalty Oath.
- I. Members must verify they have read the Arizona Open Meeting Law.

#### **Section 2                    Powers and Duties**

- 1. To oversee the extent and quality of the participation of the low-income population in the programs of the CAP.
- 2. To determine, subject to CSBG approval, rules and procedures for the Advisory Board.
- 3. To elect the officers of the Advisory Board, Executive Committee, and assign members of all other committees of the Advisory Board.



## **By-Laws of the Gila County Community Action Program Advisory Board SFY 2018**

4. To deliberate and vote upon matters and submit written recommendations to the Board of Supervisors for the fiscal year.
5. To ensure that all CSBG program plans and priorities are in conjunction with the Community Services Needs Assessment that must be completed every three years.
6. To review all program proposals and budgets ongoing and based on the Community Action Plan in order to submit to the State of Arizona CSBG office. This will be done on a yearly basis so the annual CAP Plan may be submitted for the start of the fiscal year.
7. To approve all evaluation, assessment studies, and reports that pertain to the locations of CAP offices that best serves Gila County.
8. To provide direction and oversight to all programs carried out under Federal anti-poverty grants in accordance with the terms of the grants, providing such programs are not contrary to said laws.
9. To participate and approve, on an ongoing basis, plans and assessments including trainings for CAP.

### **Section 3            Composition**

The Advisory Board shall be approved by the Gila County Board of Supervisors following recommendation of the Economic Opportunity Act of 1964 as amended by the Community Services Act of 1974 and regulations publicized there under. In accordance with 42 U.S. Code § 9910(b), Gila County shall administer the CSBG program through a tripartite board.

#### **A. Public Sector:**

One-third (1/3) of the members or equal to the Private Sector representation shall represent the Gila County Board of Supervisors.

Selection Procedures: An application for membership on the Advisory Board shall be presented to the Community Services Division Staff Liaison (as defined in Board of Supervisor's Policy No. BOS-COB-002 – Boards, Commissions and Committees) to determine eligibility to serve on the Advisory Board. The Staff Liaison will then forward a recommendation for appointment to the Board of Supervisors. The Board of Supervisors appoints all members that represent the Public Sector of which the incumbent's term of office will begin after the Board of Supervisors' approval. If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment by the Board of Supervisors for the unexpired portion of the term.



## By-Laws of the Gila County Community Action Program Advisory Board SFY 2018

### B. Low-Income Sector:

Not fewer than one-third (1/3) of the members shall represent Low-Income individuals as defined by the current Federal Poverty Level Index. To qualify as a candidate for membership on the Advisory Board in the low-income category, a person must have had an annual individual income that was at or below 200% of the current federal poverty guidelines for the preceding tax year, or, alternatively, that person have resided in a family whose annual family income was at or below 200% of the current federal poverty guidelines for families of that size for the preceding tax year. A potential candidate must submit a sworn and notarized statement of their (or family) annual income for the twelve (12) months preceding the application for candidacy. This statement will be retained with their application. A person seeking to be on the Advisory Board in the capacity of a representative of the low-income community, who does not qualify as a person who has low-income, must have worked for a public agency, a private enterprise, or a charitable society that provides services to person who are at or below 200% of the current federal poverty guidelines for the six (6) months immediately preceding the application for candidacy, and that person must have worked at least ten (10) hours per month in that work for the immediately preceding six (6) months.

Selection Procedures: Low-Income members are determined by and selected in accordance with democratic selection procedures. The CAP staff will maintain information on the democratic selection process. The candidate must reside in the geographic area for which an election will be held. Low-Income representatives shall be sought out by advertising in local newspapers and posting notices. A candidate may obtain an application at the local CAP office or on the Gila County website at [www.gilacountyaz.gov](http://www.gilacountyaz.gov). The application must be provided to the local CAP office that shall date stamp the application. A ballot shall be compiled of the eligible candidates. Ballots shall be made available through the CAP office(s), Advisory Board member(s), or candidates. The general public shall be allowed to cast one vote per adult person. A ballot shall be submitted to the CAP office in person by the voter with their picture identification by a specified date. Ballots from the public are tabulated. Candidate information and ballots shall be presented to the Advisory Board. After the election results have been declared official by the Advisory Board, the results shall be officially acknowledged by the Gila County Board of Supervisors. Candidate applications and ballots shall remain on file at the CAP office for five (5) years.

### C. Private Sector:

The remainder of the members, or equal to the Public Sector representation, shall represent business, industry, labor, religious, law enforcement, welfare, education, nonprofit, or other major groups and interests in the community.



## **By-Laws of the Gila County Community Action Program Advisory Board SFY 2018**

Selection Procedures: A candidate for the Private Sector must complete an application that can be obtained from the local CAP office or on the Gila County website at [www.gilacountyaz.gov](http://www.gilacountyaz.gov). All applications will be reviewed by the Advisory Board. Private Sector representatives shall be appointed during a Regular Meeting of the Advisory Board by a majority vote of the Public Sector and Low-Income Sector representatives on the Advisory Board. The name of the new member shall be presented to the Gila County Board of Supervisors on a Board of Supervisors' meeting agenda whereby the Board will acknowledge the member.

### **Section 4            Petition Procedure**

Any individual representing a group or agency that believes it is not adequately represented on the Advisory Board may petition for a seat on the Advisory Board for such representation. A formal written request (petition) for representation shall be submitted to the President of the Board. The petition must contain valid signatures of fifty-one percent (51%) of the governing body or signed by a minimum of twenty (20) adult Gila County residents in the area of the group seeking representation. The petition will be considered and voted upon at a Regular Meeting of the Advisory Board. A written statement of the Advisory Board's recommendation and reasons for the decision will be provided within ten (10) days after the Regular Meeting to the petitioning group or individual and to the Gila County Board of Supervisors.

The Gila County Board of Supervisors will be requested to act on the Advisory Board's recommendations within one (1) month at a regularly announced public meeting and render a final decision on the petition. If the petition is approved by the Board of Supervisors, the Advisory Board shall adjust its size or composition to grant a seat on the Advisory Board or otherwise comply with the Board of Supervisors' directive.

In the event the petition is denied, the organization may resubmit its petition to the Advisory Board and Board of Supervisors. Community Services Block Grant Administration shall be notified after a decision has been reached.

### **Section 5            Residence**

All members of the Advisory Board shall be residents of Gila County, Arizona, excluding American Indian reservation areas.

### **Section 6            Terms of Office**

The terms of office for the Advisory Board members shall be for four (4) years. The term of office for the Public Sector representative will begin on the date the Board of Supervisors appoints the Public Sector representative and end on December 31<sup>st</sup> in the year of the four (4) year term. The term of office for the Low-Income Sector



## **By-Laws of the Gila County Community Action Program Advisory Board SFY 2018**

representatives and Private Sector representatives will begin on the date the election results are made official by the Advisory Board and end on December 31<sup>st</sup> in the year of the four (4) year term. The elected incumbent shall fill the vacated term of office and assume that appointed term.

### **Section 7            Vacancies**

There is a vacancy on the Advisory Board when:

- A. A member notifies the Advisory Board in writing of his/her resignation.
- B. A member has been notified of his/her official removal by action of the Advisory Board for cause as stated in Section 8 of these By-Laws.
- C. When the Gila County Board of Supervisors removes a Public Sector representative.
- D. Death of the member.
- E. A member's conviction of a felony or an offense involving a violation of the person's duties.
- F. Failure to sign the Loyalty Oath.

In the event a vacancy occurs in the Public Sector (Article III, Section 2, A), the Advisory Board shall ask the Board of Supervisors to elect another member within 90 days. The position shall be filled in accordance with the selection procedures set forth in Article III, Section 2, A. to fill the unexpired term or vacated term.

In the event a vacancy occurs in the Low-Income Sector (Article III, Section 2, B), it shall be filled within 90 days. The vacancy shall be filled in accordance to the selection procedures set forth in Article III, Section 2, B. to fill the unexpired term or vacated term.

In the event a vacancy occurs in the Private Sector (Article III, Section 2, C), the Advisory Board shall select a Private Sector member within 90 days in accordance to the selection procedures set forth in Article III, Section 2, C. to fill the unexpired term or vacated term.

### **Section 8            Resignation**

Resignation by a member shall be submitted in writing to the Advisory Board Chairperson. An agenda item will be placed on the next Advisory Board meeting to acknowledge that member's resignation.

### **Section 9            Removal for Cause**

Advisory Board members may possibly be removed from office if any of the following occurs:

- A. Documented violation of conflict of interest.



## **By-Laws of the Gila County Community Action Program Advisory Board SFY 2018**

- B. Failure to meet Advisory Board representation requirements as defined in these By-Laws and any other related state or federal guidelines.
- C. Documented proof of malfeasance, fraud or abuse.
- D. A member who has one (1) unexcused absence.

An Advisory Board member may possibly be removed from the Advisory Board for cause if two-thirds (2/3) majority of the Advisory Board approved such actions at a legally constituted meeting.

### **Section 10        Conflict of Interest**

Pursuant to Arizona Revised Statutes § 38-501 through § 38-511, every public officer or employee of Gila County who has a “substantial interest” in any contract, sale, purchase, service or decision involving any department or elected official of Gila County government, shall “make that interest known in the official records of Gila County” and shall refrain from voting upon or otherwise participating in any manner in such contract, sale, purchase, service or decision. No person, who is an officer or employee of an organization subcontracted by the CAP to perform a component of the CSBG work program, may sit on the Advisory Board. A member of the Advisory Board shall declare a conflict of interest of any item that would relate to the private financial interest of the member or the member’s relative. A relative is defined as a spouse, child, grandchild, parent, grandparent, brother or sister of whole or half blood and their spouses and the parent, brother, sister or child of a spouse. An Advisory Board member must sign a Conflict of Interest Statement.

### **Section 11        Member Compensation**

All Advisory Board members shall serve without compensation, except for mileage reimbursement for travel to Advisory Board meetings of twenty-five (25) miles or more per round trip using Gila County’s standard mileage reimbursement rate.

## **ARTICLE IV OFFICERS**

### **Section 1        Officers of the Board**

Officers of the Advisory Board shall consist of a Chairperson, a Vice-Chairperson, and a Secretary.

### **Section 2        Election of Officers**

The Chairperson, Vice-Chairperson, and Secretary shall be elected by a simple majority vote at the Annual Meeting by the Advisory Board and shall serve for a term of two (2) years.



**Section 3                    Duties of Officers**

1. Chairperson - The Chairperson shall: (A) preside at all meetings, establish standing or ad hoc committees with the concurrence of the Board; (B) serve as ex-officio member of all committees, appoint a committee chairperson; work closely with the Director of the Community Services Program and the Coordinator/Manager of CAP; (C) and function in such capacities as the Board may designate. No one individual may hold this office for more than one consecutive term unless so voted by a majority of the Advisory Board.
2. Vice-Chairperson - The Vice-Chairperson shall serve in the absence of the Chairperson. No one individual may hold this office for more than one consecutive term unless so voted by a majority of the Advisory Board.
3. Secretary - The Secretary shall: (A) be responsible for recording and preparing written minutes of each meeting; prepare and post the public notice and agenda of meetings pursuant to the "Disclosure Statement" and to A.R.S. § 38-431.02; (B) ensure that each member of the Advisory Board is provided within seven (7) days prior to the next called meeting a copy of the public notice/agenda and pertinent documents/information for all agenda items to be discussed and or voted upon at the meeting; (C) ensure that a copy of the minutes of each meeting is available at the Gila County CAP office for inspection by the general public within seven (7) days following the Advisory Board meeting in which the minutes were approved and provide a copy of the approved minutes to the Clerk of the Board of Supervisors within the same time frame in accordance with Board of Supervisors' Policy No. BOS-COB-002; (D) presides over the meeting in the absence of the Chairperson and Vice-Chairperson. No one individual may hold this office for more than one consecutive term unless so voted by a majority of the Advisory Board.

**ARTICLE V  
COMMITTEES**

The Advisory Board Chairman has the authority to establish ad hoc or standing committees with the concurrence of the Advisory Board in order to carry out the business of the Advisory Board as the Chairman deems appropriate.

**Section 1                    Ad Hoc Committees**

The Advisory Board has authority to establish ad hoc committees in order to address specific issues. An ad hoc committee may be established for a specific purpose with a



## **By-Laws of the Gila County Community Action Program Advisory Board SFY 2018**

specific time frame. Once the Committee has presented its findings/report to the Advisory Board, the Advisory Board shall take official action to disband the Committee.

### **Section 2                Standing Committees**

The Advisory Board has authority to establish Standing Committees in order to carry out the business of the Advisory Board.

Executive Committee - The Advisory Board Chairperson, with the concurrence of the Advisory Board, shall appoint an executive committee comprised of the elected officers. All meetings of the Advisory Board and any of its ad hoc, standing, or executive committees shall comply in form and manner as required by the Arizona Open Meeting Law (OML). This Committee shall have the authority to transact routine business and emergency matters between meetings of the Advisory Board. The minutes and all decisions made by the Executive Committee shall be ratified by the Advisory Board at the next Regular Meeting.

### **Section 3                Appointment**

Members of a committee shall be appointed by the Chairperson, with the concurrence of the Advisory Board.

### **Section 4                Membership and Officers**

All committees with important policy-making or advisory function shall fairly reflect the composition of the Advisory Board. Each standing committee shall consist of at least three (3) Advisory Board members; the membership of other committees may vary in size. Additional committee members from outside the Advisory Board may be appointed to the committee by the Advisory Board Chairperson for specific purposes on an ad hoc basis. Any such ad hoc members duly appointed by the Chairperson shall have a full and equal vote as regular members of that standing committee.

## **ARTICLE VI MEETINGS**

### **Section 1                Types of Meetings**

- A. Annual Meeting – The Annual Meeting of the Advisory Board shall be held in August. The time and date for holding the Annual Meeting of the members of the Advisory Board may be altered by a majority vote of the members at any meeting thereof. At the Annual Meeting, the By-Laws shall be reviewed. Any proposed revisions will be presented for adoption at the following Regular Meeting of the Advisory Board.
- B. Regular Meeting – Regular Meetings of the Advisory Board shall be scheduled once quarterly to conduct the Advisory Board affairs at a time and location designated by the Chairperson.



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- C. Special Meeting - Special meetings may be called by the Advisory Board Chairperson or by the Vice-Chairperson upon the written request of twenty percent (20%) of the Advisory Board members. The purpose(s) of such a meeting shall be set forth in the notice thereof. A three (3) days' notice will be given to the Advisory Board members for a Special Board meeting. All meetings of the Advisory Board shall comply in form and manner as required by the Arizona Open Meeting Law.

### **Section 2            Arizona Open Meeting Law**

All meetings of the Advisory Board and any of its ad hoc or standing committees shall comply in form and manner as required by the Arizona Open Meeting Law (OML).

### **Section 3            Notice of Meetings**

The OML requires at least 24 hours' advance notice of all meetings to the public body (Advisory Board) and to the general public.

- A. Disclosure Statement – The OML requires the posting of a Disclosure Statement identifying the physical and electronic locations where public notices of meetings of the Advisory Board will be displayed. The Disclosure Statement is on file with the Clerk of the Board of Supervisors.
- B. Public Note and Agenda – The OML states that the public notice and agenda may be combined. Also, per the OML, the Advisory Board meeting agenda shall contain the “specific matters to be discussed, considered or decided at the meeting”. This requirement does not permit the use of generic agenda items such as “personal”, “new business”, “old business”, or “other matters” unless the specific matters or items to be discussed are separately identified.
- C. Notice to Advisory Board Members -- There shall be at least seven (7) days' notice of all Regular Meetings and three (3) days' notice for all Special Meetings to Advisory Board members. The public notice/meeting agenda can be e-mailed to all Advisory Board members who have electronic access. For those that do not have electronic access, those members shall be contacted by telephone to decide upon picking up a copy of the agenda at the local CAP office or have the public notice/meeting agenda mailed.

### **Section 4            Minutes**

Minutes must be taken at all public meetings. Minutes may be taken in writing or may be recorded by tape recorder or video tape recorder. The minutes or a recording of any Advisory Board meeting or any of its committees and ad hoc committees shall be available for public inspection within seven (7) working days after the meeting. In addition, any recording and minutes are public records subject to record retention requirements.



**Section 5                      Meeting Requirements**

- A. Quorum – At least fifty-percent (50%) rounded up to the nearest whole number of the currently appointed or elected Advisory Board membership shall constitute a quorum. Telephonic conference calls where all members may hear one another or web-based participation is permitted. However, no proxies or alternates are permitted and do not count toward a quorum.
- B. Attendance – An Advisory Board member who has an unexcused absence from one (1) meeting shall forfeit his/her seat on the Advisory Board. The member must provide notice to the Chairperson of an expected absence within 24 hours prior to a meeting. All Advisory Board members may attend the meeting in person, telephonically, or by electronic media. A telephone call to a member's phone may be used in case the conference call line is not available for the meeting.
- C. Time and Place – All Advisory Board meetings must be reasonably convenient in time and place.
- D. Voting – Each appointed member of the Advisory Board shall have one vote. A simple majority vote of Advisory Board members present is needed to pass a motion, except where these By-Laws require a greater majority. No proxy voting shall be allowed.

**ARTICLE VII**

**AMENDMENT**

These By-Laws may be altered, amended, or repealed by affirmative vote of two-thirds (2/3) of the Advisory Board, subject to final approval of the Board of Supervisors. Any proposed alteration, amendment or repeal shall be contained in a written notice to each member of the Advisory Board mailed at least ten (10) days prior to any meeting at which an amendment of these By-Laws is to be considered.

**ARTICLE VIII**

**DISSOLUTION**

In the event dissolution of the Advisory Board should become necessary, it shall be effected in accordance with pertinent directives of State and Federal law.



## **ARTICLE IX**

### **PUBLIC ACCESS TO GRANTEE INFORMATION**

Gila County CAP shall make available for inspection and examination those documents and records which pertain to activities assisted by the CSBG. An exception to this rule is the inspection of confidential individual client records.

## **ARTICLE X**

### **FISCAL YEAR AND ANNUAL BUDGET**

The fiscal year of the agency shall be from July 1 through June 30 of the following year. Gila County CAP's annual budget shall be presented to the Advisory Board for its review at least seven (7) days prior to a Regular Quarterly Meeting each year with approval at that same meeting.



GILA COUNTY ARIZONA



# By-Laws

of the

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## GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD

SFY 2012



Helping People, Changing Lives



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**ARTICLE I                    INTRODUCTION**

***Section I                    Name***

The name of the organization shall be the Gila County Community Action Program Advisory Board.

***Section II                    Description***

The Gila County Community Action Program Advisory Board as established pursuant to action adopted by the Gila County Board of Supervisors on January 20, 1998. The location of the Gila County Community Action Program (The Agency) and the Gila County Community Action Program Advisory Board is 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

**ARTICLE II                    Statement Of Purpose**

The purpose of said organization is to focus on the low income population as follows:

- A. To provide a range of services and activities with a measurable and potentially major impact on the causes of poverty in the County, its local communities, or areas within the local communities where poverty is a particularly acute problem.
- B. To provide activities designed to assist low income participants including the elderly, to promote self-sufficiency by assisting program participants to secure and maintain employment, emergency housing and utility assistance, health, nutrition and related assistance.
- C. To provide referrals to clients to those agencies which may provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, to alleviate conditions of starvation and malnutrition among the low-income population.
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the Private Sector of the community in efforts to ameliorate poverty in the community.
- F. To communicate and network with all federal, state, county, city, and non-governmental organizations in achieving these objectives.
- G. To pursue and obtain grants and or loans to provide funding to provide the above mentioned services.



**ARTICLE III**        **Advisory Board**

***Section I***            ***Membership & Tripartite Sectors***

- A. The membership of the organization shall be a board consisting of a minimum of nine (9) members not to exceed a maximum of twelve (12) members. One-third (1/3) of which are elected officials or their representatives, at least one-third (1/3) low-income, and one-third (1/3) Private Sector.
- B. All members of the Board must be 18 years of age or older and residents of Gila County.

***Section II***            ***Composition***

The Gila County Community Action Program Advisory Board shall be appointed by the Gila County Board of Supervisors following recommendation of the Economic Opportunity Act of 1974 as amended by the Community Services Act of 1974 and regulations promulgated there under.

A.        Public Sector

- 1.    County Board of Supervisors: One-third (1/3) of the members are representatives of the Gila County Board of Supervisors.  
      Selection Procedures: Appointed by Gila County Board of Supervisors.
- 2.    Alternates: Should a representative of the Board of Supervisors be unwilling or unable to serve on the Board, that member may select a representative to serve as an alternate on the Board on the Member's behalf either full time or when he/she is unable to attend a specific meeting.

These alternates need not be public officials themselves, but they shall have full authority to act for the public officials whom they represent at meetings of the Board.

B.        Low Income:

- 1.    At least one-third (1/3) of the members are low-income representatives who must reside in a low-income community.

Selection Procedures: Low-Income members are, selected in accordance with democratic selection procedures (Low-income representatives will be sought out by advertising in local newspaper and posted notices(with all instructions and information to being on the Community Action Program in said community- ballot boxes to be located within all local Community Action Agency offices that will be used for delivering ballots to assure that the candidates are representative of the low-income residents of the



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designated geographic area for which elections were held. Then the advisory board will vote on the low-income representative for that area.

2. Alternates: Each representative of the low-income sector may have an alternate who will have full voting rights in the absence of the member.

3.

Such alternate shall be elected at the same meeting using the same procedures as that used to elect the representative. There shall be no more than one alternate for each representative; an alternate may not hold office on the Advisory board concurrent to his/her term as an alternate.

- C. Balance of Board: The remainder of the Advisory Board membership consists of Private Sector officials or members of business, industrial, labor, religious, welfare, education, or other major groups and interests in the community.

Selection Procedures: Selection procedures for Private Sector: Private sector representatives shall be voted for, and elected by, the elected officials and low-income representatives on the Community Action Program Advisory Board and officially approved thereafter by the Board of Supervisors.

The representative groups of the Private sector shall be reviewed annually by the Gila County Community Action Program Advisory Board members representing the public and low-income sectors, acting without the Private Sector members, to deliberate, vote upon and make recommendations to the Board of Supervisors if changes(s) are deemed appropriate. Specific consideration shall be given to maintain a balance between social service organizations, business, and labor.

### **Section III                      *Petition Procedure:***

Any individual group or agency that feels it is not adequately represented on the Advisory Board may petition the Advisory Board for such representation. A petition must contain valid signatures of fifty-one percent (51%) of the Board of Directors (or equivalent body) of the group seeking representation. The Advisory Board meeting at which the petition is considered and voted upon shall be a regular public meeting of the Board, after ten (10) days written notice, at which time the petitioning group and the Board of Supervisors with a written statement of the Advisory Board's recommendations, including the reasons for the decision.

The Board of Supervisors shall act on the Community Action Program Advisory Board's recommendations within one (1) month at a regularly announced public meeting and render a final decision on the petition. In the



event the petition is approved by the Board of Supervisors, and there is an available opening on the Advisory Board, a representative of the organization will be seated. If no opening currently exists, the representative of the organization will be considered when a vacancy occurs.

In the event the petition is denied, the organization may resubmit its petition to the Community Action Program Advisory Board and Board of Supervisors. Community Services Block Grant Administration shall be notified after a decision has been reached.

#### **Section IV                      *Residence***

All members of the Board shall be residents of Gila County, Arizona, excluding reservation areas. Low-income representatives must reside in low-income communities.

#### **Section V                      *Terms of Office***

Term of Appointment: The term of appointment of each member of the Advisory Board shall be for a period of four years. Advisory Board members shall be re-elected or their successors elected at the date of the annual meeting and the appointment shall become effective on the date of the annual meeting, conditional on appointment of the Board of Supervisors. The term or appointment shall be the same as that established for the Board of Supervisors.

#### **Section VI                      *Vacancies***

Vacancies: There is a vacancy on the Advisory Board when: a member has been notified of his/her official removal by action of the Advisory Board for cause; a member notifies the Advisory Board of his/her resignation; when the designation officials Gila County Board of Supervisors remove a public official; or when a public official leaves office.

A. When a vacancy occurs in the low-income (Article III, Sec. 2 A, B, C) or Private Sector (Article 3 A, B, C), the "alternate" shall assume the title and responsibilities of "representative" for the balance of the unexpired term. If a vacancy occurs and there is no alternate, this vacancy will be filled within 90 days in addition the vacancy shall be filled according to the selection procedures set forth in Section II hereof to fill the unexpired term.

B. In the event a vacancy occurs in the public sector, the Advisory Board shall ask the Board of Supervisors to select another public official within 90 days.

C. In the event a vacancy occurs in the Private Sector, the Advisory Board shall select another Private Sector Board Member within 90 days.



D.

**Section VII                      *Removal of Officers***

Upon the affirmative vote of at least two-thirds (2/3) of the members present and voting at a duly constituted meeting, the Board Members may remove a Board Member for cause as defined in the Gila County Community Action Program By-Laws.

**Section VIII                      Meetings**

Written minutes shall be completed for each and all meetings to include a record of votes on all motions. Previous minutes of meetings will be distributed to all Advisory Board and Committee members within seven (7) days prior to the next called meeting. Following approval of the approved minutes of the previous meeting by the Board,

A copy of the minutes of each meeting shall be available at the Gila County Community Action Program office for inspection by the general public within seven (7) days following the Board meeting in which the minutes were approved.

**A. Types of Meetings:**

1.    Annual Meeting:    There shall be an annual meeting held in August of each year. The time for holding the annual meeting of the members of the Advisory Board may be altered by a majority vote of the members at any meeting thereof. At the annual meeting the Advisory Board will go over and update all Advisory Board By-laws and any and all revisions shall be completed and ratified by the Advisory Board at the next regular Meeting.
2.    Regular Board Meeting:    Regular meetings of the Advisory Board shall be scheduled once quarterly to conduct the Advisory Board affairs at a time and location designated by the Chairperson.
3.    Special Board Meeting:    Special meetings may be called by the Board Chairperson or by the Vice-Chairperson upon the written request of twenty percent (20%) of the members. The purpose or purposes of such meeting shall be set forth in the notice thereof.

**B. Meeting Requirements**

1.    Quorum Requirements:    The quorum for a meeting of the Advisory Board shall be at least fifty percent (50%) of the non-vacant seats on the Board.



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2. Attendance: An Advisory Board member who is absent from three (3) consecutive meetings without being represented by his/her alternate at any one of these meetings, shall forfeit his/her seat on the Advisory Board except where a leave of absence has been applied for and granted by vote of the Advisory Board. The Chairperson shall notify the individual and the appropriate organization in writing at least fourteen (14) days in advance of the next Advisory Board meeting and recommend appropriate action be taken to assure substantial attendance or replacement.
3. Time and Place: All Advisory Board meetings must be reasonably convenient in time and place.
4. Notice: There shall be at least ten (10) days' notice of all regular meetings and three (3) days' notice for all special meetings. A public notice stating time and place shall be posted at the Gila County Courthouse and Community Action Program office.
5. Voting: A majority of those Advisory Board members present and voting shall decide any matter, except where these By-Laws or Robert's Rules of Order require greater majority (e.g. two-thirds 2/3 or three-fourths (3/4) or unanimous.)
6. Proxies: Proxy voting is prohibited. However, each organization or agency empowered to select a representative, pursuant to Article III of the By-Laws; may designate an alternate representative, who shall also be appointed by the Board of Supervisors to represent said organization or agency in the absence of the regular member, with full voting privileges; however, an alternate may not hold office.
7. Compensation of Commission Members: Regular compensation may not be paid to Advisory Board members. Mileage compensation shall be paid to Advisory Board members traveling twenty-five (25) miles or more to Board meetings. A review and allocation of budgeted funds for this purpose shall be conducted annually by the Board.
8. Operating Procedures: The order of business at meetings shall be determined by a written agenda. Unless specific procedure is provided for these by-laws, the rules of parliamentary conduct in Robert's Rules of Order shall be the procedural authority for all meetings. Also all meetings shall be conducted in accordance with the Arizona Open Meeting Law. A.R.S. 38-431 with the exception of Executive Sessions, as authorized by the Arizona Revised Statutes.

If an instance arises where Roberts Rules of Order is in conflict with the Arizona Open Meeting Law, A.R.S. 38-431 shall prevail.



**Section IX**                      **Powers and Duties**  
**of the Gila County Community Action Program Advisory Board**

1. To exercise all powers which the Board of Supervisors chooses to delegate to the Advisory Board, and those powers that are able to be delegated.
2. To oversee the extent and quality of the participation of the low-income population in the programs of the Community Action Program and Agency.
3. To determine, subject to Community Services Block Grant approval, rules and procedures for the Board.
4. To elect the officers, Executive Committee, and assign members of all other committees of the Board.
5. The Advisory Board shall deliberate and vote upon the following matters and submit its written recommendations to the Board of Supervisors for the fiscal year.
6. Determination of overall CSBG program plans and priorities in conjunction with CAHS needs assessment to be completed every three years.
7. Approval of all program proposals and budgets ongoing and based on the Community Action Plan in order to submit to the State CSBG office. This will be done on a yearly basis in conjunction with the May Quarterly Meeting so the yearly CAP Plan may be submitted for the start of the Fiscal year.
8. Approval of all evaluation and assessment studies and reports that pertains to the locations of Community Action Program Offices that best serves Gila County.
9. Approval of all arrangements for delegating the planning, conduct, or evaluation of a component of the work program.
10. To provide direction and oversight to all programs carried out under Federal anti-poverty grants in accordance with the terms of the grants, providing such programs are not contrary to said laws.
11. To participate and approve on an ongoing basis on all plans and assessments including trainings for the Community Action Program.



**Section X                      Conflict of Interest**

No person, who is an officer or employee of an organization subcontracted by the Community Action Agency to perform a component of the CSBG work program, may sit on the Advisory Board. No employee or relative, or spouse of any agent of the Community Services Block Grant or the Community Action Agency may serve on the Advisory Board in any capacity which will require him/her to act as an agent of or as attorney for the Community Services Block Grant in its dealings with the Community Action Program or with any other Federal agency. A relative is defined as:

Husband	Wife	Father	Mother
Grandparents	Stepparents	Father-in-law	Mother-in-law
Brother	Sister	Brother-in-law	Sister-in-law
Son	Daughter	Son-in-law	Daughter-in-law

**ARTICLE IV                      OFFICERS**

**Section I                      Officers of the Board**

Officers of the Board shall consist of a Chairperson, a Vice-Chairperson, and a Secretary.

**Section II                      Election of Officers**

The Chairperson, Vice-Chairperson, and Secretary shall be selected at the Annual Meeting by the Board and shall serve for a term of two (2) years.

**Section III                      Duties of Officers**

1. Chairperson. Shall preside at all meetings, appoint committees with the concurrence of the Board and serve as ex-officio member of all committees, appoint committee chairperson, represent the Board at official functions, work closely with the Manager of the Community Services Program, and function in such capacities as the Board may designate. The Chairperson shall serve as chairperson of the Executive Committee.
2. Vice-Chairperson. The Vice-Chairman shall serve in the absence of the Chairman.
3. Secretary. The Secretary shall be responsible for the reading and recording of the minutes at each meeting. The Secretary shall preside over the meeting in the absence of the Chairperson and Vice-Chairperson.



**ARTICLE V                    COMMITTEES**

***Section I                    General Provisions***

The Advisory Board shall establish ad hoc committees as needed.

***Section II                    Appointment***

Members of the committee shall be appointed by the Chairperson, with the concurrence of the Advisory Board. The term of appointment shall expire at the annual meeting. At the beginning of each program year, it may be necessary for the Chairperson to appoint temporary committees to carry on the business of the Advisory Board until formal and “permanent” appointments are made. In such event, the temporary committee shall serve until formal appointment procedures are completed.

***Section III                    Membership and Officers***

All committees with important policy-making or advisory function shall fairly reflect the composition of the Advisory Board. Each standing committee shall consist of at least three (3) Advisory Board members; the membership of other committees may vary in size. Additional committee members from outside the Advisory Board may be appointed to the committee by the Advisory Board Chairperson for specific purposes on an ad hoc basis. Any such ad hoc members duly appointed by the Chairperson shall have a full and equal vote as regular members of that standing committee. To assure that the several standing committee chairmen fairly represent the composition of the Board, committee chairpersons shall be appointed by the Chairperson of the Board.

***Section IV                    Standing Committee***

The Advisory Board may establish an Executive standing committee consisting of the officers.

1. Executive Committee. The Advisory Board Chairperson, with the concurrence of the Advisory Board, shall appoint an executive committee comprised of the elected officers. This Committee shall have the authority to transact routine business and emergency matters between meetings of the full Advisory Board. All decisions made by the Executive Committee shall be ratified by the full Advisory Board at the next regular meeting.

***Section V                    Term of Office***

Committee members shall hold office from the date of their appointment until the annual meeting. Vacancies shall be filled by the Advisory Board Chairperson with the concurrence of the Advisory Board to fill the unexpired terms.



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### **Section VI            Committee Quorum**

The quorum of any committee meeting shall be fifty percent (50%) of the non-vacant seats on the committee.

### **Section VII           Committee Voting**

All matters shall be decided by a majority vote of the committee members present.

### **ARTICLE VI           AMENDMENT**

These By-Laws may be altered, amended, or repealed by affirmative vote of two-thirds (2/3) of the Advisory Board, subject to final approval of the Board of Supervisors. Any proposed alteration, amendment or repeal shall be contained in a written notice to each member of the Advisory Board mailed at least ten (10) days prior to any meeting at which an amendment of these By-Laws is to be considered.

### **ARTICLE VII           DISSOLUTION**

In the event dissolution of the Advisory Board should become necessary, it shall be affected in accordance with pertinent directives of State and Federal Law.

### **ARTICLE VIII        PUBLIC ACCESS TO GRANTEE INFORMATION**

The Gila County Community Action Program shall make available for inspection and examination of those documents and records which pertain to activities assisted by the Community Services Block Grant. An exception to this rule is the inspection of confidential individual client records.

### **ARTICLE IX           FISCAL YEAR AND ANNUAL BUDGET**

The Fiscal Year of the agency shall be from July to the following June. The Gila County Community Action Program Annual Budget shall be presented to the Advisory Board for their review 10 days prior to the May Meeting each year with approval at the May meeting. In the event a meeting is not held in May, the presentation and approval will be scheduled for the next regular meeting.



**Section IX                      Powers and Duties**  
**of the Gila County Community Action Program Advisory Board**

12. To exercise all powers which the Board of Supervisors chooses to delegate to the Advisory Board, and those powers that are able to be delegated.
13. To oversee the extent and quality of the participation of the low-income population in the programs of the Community Action Program and Agency.
14. To determine, subject to Community Services Block Grant approval, rules and procedures for the Board.
15. To elect the officers, Executive Committee, and assign members of all other committees of the Board.
16. The Advisory Board shall deliberate and vote upon the following matters and submit its written recommendations to the Board of Supervisors for the fiscal year.
17. Determination of overall CSBG program plans and priorities in conjunction with CAHS needs assessment to be completed every three years.
18. Approval of all program proposals and budgets ongoing and based on the Community Action Plan in order to submit to the State CSBG office. This will be done on a yearly basis in conjunction with the May Quarterly Meeting so the yearly CAP Plan may be submitted for the start of the Fiscal year.
19. Approval of all evaluation and assessment studies and reports that pertains to the locations of Community Action Program Offices that best serves Gila County.
20. Approval of all arrangements for delegating the planning, conduct, or evaluation of a component of the work program.
21. To provide direction and oversight to all programs carried out under Federal anti-poverty grants in accordance with the terms of the grants, providing such programs are not contrary to said laws.
22. To participate and approve on an ongoing basis on all plans and assessments including trainings for the Community Action Program.



**Section X                      Conflict of Interest**

No person, who is an officer or employee of an organization subcontracted by the Community Action Agency to perform a component of the CSBG work program, may sit on the Advisory Board. No employee or relative, or spouse of any agent of the Community Services Block Grant or the Community Action Agency may serve on the Advisory Board in any capacity which will require him/her to act as an agent of or as attorney for the Community Services Block Grant in its dealings with the Community Action Program or with any other Federal agency. A relative is defined as:

Husband	Wife	Father	Mother
Grandparents	Stepparents	Father-in-law	Mother-in-law
Brother	Sister	Brother-in-law	Sister-in-law
Son	Daughter	Son-in-law	Daughter-in-law

**ARTICLE IV                      OFFICERS**

**Section I                      Officers of the Board**

Officers of the Board shall consist of a Chairperson, a Vice-Chairperson, and a Secretary.

**Section II                      Election of Officers**

The Chairperson, Vice-Chairperson, and Secretary shall be selected at the Annual Meeting by the Board and shall serve for a term of two (2) years.

**Section III                      Duties of Officers**

4. Chairperson. Shall preside at all meetings, appoint committees with the concurrence of the Board and serve as ex-officio member of all committees, appoint committee chairperson, represent the Board at official functions, work closely with the Manager of the Community Services Program, and function in such capacities as the Board may designate. The Chairperson shall serve as chairperson of the Executive Committee.
5. Vice-Chairperson. The Vice-Chairman shall serve in the absence of the Chairman.
6. Secretary. The Secretary shall be responsible for the reading and recording of the minutes at each meeting. The Secretary shall preside over the meeting in the absence of the Chairperson and Vice-Chairperson.



**ARTICLE V                    COMMITTEES**

***Section I                    General Provisions***

The Advisory Board shall establish ad hoc committees as needed.

***Section II                    Appointment***

Members of the committee shall be appointed by the Chairperson, with the concurrence of the Advisory Board. The term of appointment shall expire at the annual meeting. At the beginning of each program year, it may be necessary for the Chairperson to appoint temporary committees to carry on the business of the Advisory Board until formal and “permanent” appointments are made. In such event, the temporary committee shall serve until formal appointment procedures are completed.

***Section III                    Membership and Officers***

All committees with important policy-making or advisory function shall fairly reflect the composition of the Advisory Board. Each standing committee shall consist of at least three (3) Advisory Board members; the membership of other committees may vary in size. Additional committee members from outside the Advisory Board may be appointed to the committee by the Advisory Board Chairperson for specific purposes on an ad hoc basis. Any such ad hoc members duly appointed by the Chairperson shall have a full and equal vote as regular members of that standing committee. To assure that the several standing committee chairmen fairly represent the composition of the Board, committee chairpersons shall be appointed by the Chairperson of the Board.

***Section IV                    Standing Committee***

The Advisory Board may establish an Executive standing committee consisting of the officers.

2. Executive Committee. The Advisory Board Chairperson, with the concurrence of the Advisory Board, shall appoint an executive committee comprised of the elected officers. This Committee shall have the authority to transact routine business and emergency matters between meetings of the full Advisory Board. All decisions made by the Executive Committee shall be ratified by the full Advisory Board at the next regular meeting.

***Section V                    Term of Office***

Committee members shall hold office from the date of their appointment until the annual meeting. Vacancies shall be filled by the Advisory Board Chairperson with the concurrence of the Advisory Board to fill the unexpired terms.



## **By Laws of the Gila County Community Action Program Advisory Board SFY 2012**

### **Section VI            Committee Quorum**

The quorum of any committee meeting shall be fifty percent (50%) of the non-vacant seats on the committee.

### **Section VII           Committee Voting**

All matters shall be decided by a majority vote of the committee members present.

## **ARTICLE VI           AMENDMENT**

These By-Laws may be altered, amended, or repealed by affirmative vote of two-thirds (2/3) of the Advisory Board, subject to final approval of the Board of Supervisors. Any proposed alteration, amendment or repeal shall be contained in a written notice to each member of the Advisory Board mailed at least ten (10) days prior to any meeting at which an amendment of these By-Laws is to be considered.

## **ARTICLE VII          DISSOLUTION**

In the event dissolution of the Advisory Board should become necessary, it shall be affected in accordance with pertinent directives of State and Federal Law.

## **ARTICLE VIII        PUBLIC ACCESS TO GRANTEE INFORMATION**

The Gila County Community Action Program shall make available for inspection and examination of those documents and records which pertain to activities assisted by the Community Services Block Grant. An exception to this rule is the inspection of confidential individual client records.

## **ARTICLE IX          FISCAL YEAR AND ANNUAL BUDGET**

The Fiscal Year of the agency shall be from July to the following June. The Gila County Community Action Program Annual Budget shall be presented to the Advisory Board for their review 10 days prior to the May Meeting each year with approval at the May meeting. In the event a meeting is not held in May, the presentation and approval will be scheduled for the next regular meeting.



**ARF-4371**

**Consent Agenda Item 4. A.**

**Special BOS Meeting**

Meeting Date: 07/18/2017

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY18

Budgeted?: Yes

Contract Dates July 1, 2017 through

Grant?: Yes

Begin & End: June 30, 2018

Matching Yes

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement for FY2018 Award Cycle 31 (ACJC #DC-18-004).

Background Information

On February 24, 2017, the Gila County Sheriff's Office electronically submitted a grant application to the Arizona Criminal Justice Commission in the amount of \$691,228 in order to provide continued funding for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force. On May 23, 2017, the Board of Supervisors authorized the electronic submission of the grant application to the Arizona Criminal Justice Commission in the amount of \$691,228.

Evaluation

On June 2, 2017, the Gila County Sheriff's Office received written notification from the Arizona Criminal Justice Commission that the grant application in the requested amount of \$691,228 that was submitted to the ACJC on February 24, 2017, by the Sheriff's Office has been awarded in the amount of \$318,376.

Conclusion



The Gila County Sheriff's Office has been awarded the Drug, Gang, and Violent Crime Control Grant Agreement (FY2018 Award Cycle 31-ACJC Grant No. DC-18-004) from the Arizona Criminal Justice Commission in the amount of \$318,376 (\$127,351 in federal funds, \$111,432 in state funds and \$79,593 in matching funds from the County's General Fund) to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2017, through June 30, 2018.

#### Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the Grant Agreement between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$318,376 for fiscal year 2018.

#### Suggested Motion

Approval of the Drug, Gang, and Violent Crime Control Grant Agreement (FY2018 Award Cycle 31-Grant No. DC-18-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$318,376 (\$127,351 in federal funds, \$111,432 in state funds and \$79,593 in matching funds from the County's General Fund) to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2017, through June 30, 2018.

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#### Attachments

Award Letter

Grant Agreement No. DC-18-004

County Attorney's Comment

Websites referenced in agreement

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# Arizona Criminal Justice Commission

*Chairperson*  
SEAN DUGGAN, Chief  
Chandler Police Department

*Vice-Chairperson*  
SHEILA POLK  
Yavapai County Attorney

MARK BRNOVICH  
Attorney General

JOE R. BRUGMAN, Chief  
Safford Police Department

DAVID K. BYERS, Director  
Administrative Office of the Courts

KELLY "KC" CLARK  
Navajo County Sheriff

DAVE COLE  
Former Judge

BARBARA LAWALL  
Pima County Attorney

FRANK MILSTEAD, Director  
Agency of Public Safety

BILL MONTGOMERY  
Maricopa County Attorney

MARK NAPIER  
Pima County Sheriff

PAUL PENZONE  
Maricopa County Sheriff

CHARLES RYAN, Director  
Agency of Corrections

DAVID SANDERS  
Pima County Chief Probation Officer

DANIEL SHARP, Chief  
Oro Valley Police Department

C.T. WRIGHT, Chairperson  
Board of Executive Clemency

VACANT  
County Supervisor

VACANT  
Mayor

VACANT  
Law Enforcement Leader

*Executive Director*  
Andrew T. LeFevre

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175  
[www.azcjc.gov](http://www.azcjc.gov)

June 2, 2017

Sheriff John Shepherd  
Gila County Sheriff's Office  
PO Box 311  
Globe, AZ 85502

## **Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2018 Cycle 31 Award, DC-18-004**

Dear Sheriff John Shepherd:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 31, FY 2018 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

**Grant Agreement and Other Required Documents:** Please review the attached agreement and accompanying documentation as revisions or new requirements may have been included. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable. Required document forms can be accessed at this link: [DGVCC Reporting Forms](#).

**Administrative and Financial Requirements:** In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

**Reporting:** Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Activity reporting can be accessed at: <http://acjcreporting.azcjc.gov>

If you have any questions, please contact Anna Haney at [ahaneyazcjc.gov](mailto:ahaneyazcjc.gov) or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Program Manager  
Drug, Gang, and Violent Crime Control Program





ARIZONA CRIMINAL JUSTICE COMMISSION  
Drug, Gang, and Violent Crime Control Program  
GRANT AGREEMENT

ACJC Grant Number DC-18-004

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 2<sup>nd</sup> day of June, 2017 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and GILA COUNTY, through Gila County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2017 and terminate on June 30, 2018. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
  - I. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W. Washington Street, Suite 230  
Phoenix, Arizona 85007  
Attn: Program Manager



## B. If to the GRANTEE:

Gila County Sheriff's Office  
 PO Box 311  
 Globe, AZ 85502  
 Attn: **Sheriff John Shepherd**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET		
Personnel:		
Salaries		\$192,137.00
Fringe Benefits (for salaries/overtime)*		\$126,239.00
Overtime		NOT APPROVED
Professional & Outside/Consultant & Contractual Services		NOT APPROVED
Travel In-State		
Travel Out-of-State		NOT APPROVED
Confidential Funds		NOT APPROVED
Operating Expenses:		NOT APPROVED
Supplies		
Registration/Training		
Other		NOT APPROVED
Equipment		NOT APPROVED
Capital		NOT APPROVED
Noncapital		
TOTAL		NOT APPROVED
		NOT APPROVED
		\$318,376.00
Positions Funded:		
Gila SO Commander (1.00 FTE), Gila SO Sergeant (1.00 FTE), Gila SO Detective (0.12 FTE),		
Globe PD Detective (1.00 FTE)		
Equipment Type: NOT APPROVED		

\*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$127,351.00 in Federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDJ), Office of Justice Programs (OJP) and \$111,432.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$79,593.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this



provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.  
  
Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.

**Link:** *OMB Circulars* [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)



17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

<b>ACTIVITY REPORTS</b>	
<b>Report Period:</b>	<b>Due Date:</b>
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION.



**Link:** OJP Financial Guide

[https://ojp.gov/financialguide/DOJ/pdfs/2015\\_DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf)

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
  - I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.
  - II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.
  - III. The arbitration shall be conducted in Maricopa County.
  - IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the



- commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.
- V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.
- VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
- VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.
- VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, 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. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its



departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

- a. it represents that--
  - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been



requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.  
**Link: OMB Circulars:** [http://www.whitehouse.gov/omb/grants\\_attach/](http://www.whitehouse.gov/omb/grants_attach/)
42. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.  
**Link: OMB Circulars** <https://www.whitehouse.gov/omb/information-for-agencies/circulars>  
OJP Financial guide: <https://www.justice.gov/ovw/file/892031/download>  
ACJC Grant Management Reference Manual:  
[http://www.azcjc.gov/ACJC.Web/pubs/home/021104\\_Manual\\_GrantReferenceManual.pdf](http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf)
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2016. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016  
<https://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>
44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link: System for Award Management** <https://www.sam.gov/portal/public/SAM/>



47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.  
**Link: *OJP Training Guide Principles for Grantees and Subgrantees***  
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:  
  
"This was supported by Award No. 2015-DJ-BX-1070 and 2016-DJ-BX-0542 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."  
  
53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."



**Link:** *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

54. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

**Link:** [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm)

55. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

56. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).
57. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
58. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in



suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

59. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

**Link:** <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

60. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

61. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

**Link:** <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

62. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

**Link:** [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

63. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

64. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-



1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

65. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

66. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
67. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
68. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
69. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 by state employers and contractors.
- A. Each party warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty
70. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
71. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant,



loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.



72. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
73. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
74. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
75. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
76. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
77. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. 200.80 and 2 C.F.R. 200.307.
78. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
79. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
80. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
81. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.



Arizona Criminal Justice Commission  
**Drug, Gang, and Violent Crime Control**  
**GRANT AGREEMENT CONTINUATION SHEET**  
**SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
6. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
7. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
8. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
9. GRANTEE agrees that within 45 days of award, for any agency that is eligible to receive income as a result of grant-funded activities, it will complete the ACJC Program Income



## Worksheet.

10. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperofmancetools.org](http://www.bjaperofmancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
13. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
14. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
15. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
16. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
17. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
18. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
19. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program,



available at [www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx](http://www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx).

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Authorized Official Initials: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tommie C. Martin, Chairman, Gila County Board of Supervisors  
Printed Name and Title

**Approved as to form and authority to enter into Agreement:**

\_\_\_\_\_  
Legal counsel for GRANTEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

\_\_\_\_\_  
A.R.S. 11-251 et. seg. and A.R.S. 11-441 et. seg.  
Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

\_\_\_\_\_  
Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

\_\_\_\_\_  
Date





ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Fire Legal Liability                      | \$50,000    |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf



of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

### **3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

### **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

### **Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.



**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, 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. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



## **County Attorney's Comment**

Date: June 30, 2017

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: July 11, 2017 agenda: Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Agreement for FY2018 Award Cycle 31 (ACJC #DC-18-004.

We cannot approve this grant award agreement as to form because:

A.R.S. § 41-4401 requires that every governmental contract contain certain specified immigration-related provisions, and this agreement does not contain all of the required provisions.

There are numerous references in the agreement to external websites. These become, potentially, part of the contract and they should be attached to the agenda item.



the WHITE HOUSE PRESIDENT DONALD J. TRUMP



# Grants Management, Grants Circular Attachments



EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON D.C. 20503

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## Where are the Attachments to A-102?

### Where is the Grants Management Common Rule?

On March 12, 1987, the President directed the Federal grantmaking agencies to issue a grants management common rule to adopt governmentwide terms and conditions for grants to States and local governments. In 1988, OMB revised Circular A-102 to include guidance to Federal agencies on matters not covered by the grants management common rule. *The attachments to Circular A-102 were replaced by the grants management common rule.*

OMB maintains a chart which includes the locations of [Federal agency codifications of the grants management common rule](#). It is important for a grantee to review the regulations of their Federal awarding agency. Therefore, the generic text of the common rule is not provided on this site. Please refer to the chart above to locate the codified common rule for a particular Federal agency.

If you as a applicant or grantee are asked to comply with attachments to Circular A-102, please consult with the grantmaking agency regarding the requirements and inform them that their documentation needs to be updated.

---

## Where are the Attachments to A-110?

Prior to 1993, Circular A-110 contained attachments for each of the administrative requirements it covered. In 1993, Circular A-110 was revised to locate all the administrative requirements into the text of the main document. *There are no longer*



*any attachments to Circular A-110.* Please return to the Grants Management Home Page to download the text of Circular A-110.

If you as a applicant or grantee are asked to comply with attachments to Circular A-110, please consult with the grantmaking agency regarding the requirements and inform them that their documentation needs to be updated.

---

### **How are cognizant agencies determined for indirect costs?**

#### **Where is the updated OMB list?**

To simplify relations between Federal grantees and awarding agencies, OMB established the cognizant agency concept, under which a single agency represents all others in dealing with grantees in common areas. In this case, the cognizant agency reviews and approves grantees' indirect cost rates. Approved rates must be accepted by other agencies, unless specific program regulations restrict the recovery of indirect costs.

OMB published a list of cognizant agency assignments for some State agencies, cities and counties on January 6, 1986 (51 FR 552). The cognizant agency for governmental units not on that list is the one that provides the most grant funds to the entity. The Department of Health and Human Services (HHS) is the cognizant agency for all States and most cities.

The cognizant agency for non-profit organizations is determined by calculating which Federal agency provides the most grant funding. The Department of the Interior is the cognizant agency for all Indian tribal governments. For hospitals, HHS serves as the main cognizant agency.

---

### **Which Circular do I Follow?**

Although there are six grant circulars, you are only covered by three of them, depending on type of entity:

**States, local governments, and Indian Tribes follow:**

- [A-87](#) for cost principles, [Relocated to 2 CFR, Part 225](#) (18 pages, 362 kb)



- [A-102](#) for administrative requirements, and
- [A-133](#) for audit requirements

**Educational Institutions (even if part of a State or local government) follow:**

- [A-21](#) for cost principles, [Relocated to 2 CFR, Part 220](#) (30 pages, 384 kb)
- [A-110](#) for administrative requirements, [Relocated to 2 CFR, Part 215](#) (18 pages, 280 kb), and
- [A-133](#) for audit requirements

**Non-Profit Organizations follow:**

- [A-122](#) for cost principles, [Relocated to 2 CFR, Part 230](#) (17 pages, 362 kb)
- [A-110](#) for administrative requirements, [Relocated to 2 CFR, Part 215](#) (18 pages, 280 kb), and
- [A-133](#) for audit requirements



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EXECUTIVE OFFICE OF THE PRESIDENT  
OFFICE OF MANAGEMENT AND BUDGET  
WASHINGTON D.C. 20503

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FOLLOW  
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## OMB Circulars in Numerical Sequence

- [OMB Circular A-1](#), System of Circulars and Bulletins to Executive Departments and Establishments (08/07/1952)
- [OMB Circular A-4](#), Regulatory Analysis (09/17/2003) [HTML](#) or [PDF](#) (48 pages, 435 kb)
- [OMB Circular A-11](#), Preparation, Submission and Execution of the Budget (7/1/2016)

• *Note: Portions of this policy have been **modified** by [M-17-26, Reducing Burden for Federal Agencies by Rescinding and Modifying OMB Memoranda](#), issued June 15, 2017. Please refer to that memorandum for more information.*

-- OMB Circular A-11, Part 6, Section 270 – Reporting the Results of Annual Strategic

-- OMB Circular A-11, Part 6, Sections 220 and 250 – Quarterly Reporting of Priority Goals to Performance.gov

- [OMB Circular A-16](#), Coordination of Geographic Information, and Related Spatial Data Activities (08/19/2002)



- [OMB Circular A-19](#), Legislative Coordination and Clearance (09/20/1979)
- **OMB Circular A-21**, Cost Principles for Educational Institutions (05/10/2004)  
[HTML](#) or [PDF](#) (109 pages, 263 kb)
  - [Relocated to 2 CFR, Part 220](#) (30 pages, 384 kb)
- [OMB Circular A-25](#), Transmittal Memorandum #1, User Charges (07/08/1993)
- **OMB Circular A-34**, Instructions on Budget Execution (Rescinded 6/27/2002; superseded by [OMB Circular No. A-11, Part 4](#)) (146 pages, 1,034 kb)
- [OMB Circular A-45](#), Rental and Construction of Government Quarters (10/20/1993)
- [OMB Circular A-50](#), Audit Follow Up (09/29/1982)
- **OMB Circular A-76**, Performance of Commercial Activities (05/29/2003) including changes made by OMB Memorandum [M-07-02](#) (10/31/2006) (4 pages, 51 kb) and a technical correction made by OMB Memorandum [M-03-20](#) (08/15/2003) [HTML](#) or [PDF](#) (63 pages, 518 kb)
  - **Note:** Please see OMB Memoranda [M-04-12](#) (1 page, 36 kb), *Performance Periods in Public-Private Competitions* (April 30, 2004), [M-06-13](#) (5 pages, 42 kb), *Competitive Sourcing under Section 842(a) of P.L. 109-115* (April 24, 2006), and [M-08-11](#) (8 pages, 60 kb), *Competitive Sourcing Requirements in Division D of Public Law 110-161* (February 20, 2008) when applying the following provisions of OMB Circular A-76: Paragraphs 4.c and 5.d; Attachment B, Paragraphs A.5, C.1.a, C.1.c, D.3.a(7), and D.5.b(3); Attachment C, Paragraphs A.5, A.12, C.3 and Section D.
  - [Preamble to the revision to OMB Circular No. A-76, "Performance of Commercial Activities"](#) (05/29/03) (9 pages, 116 kb)
  - **Implementing the FAIR Act:**
    - Transmittal Memorandum #20 (06/14/1999) in [HTML](#) or [PDF](#) (23 pages, 85 kb)
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- Transmittal Memorandum #24 (02/27/2002) in [PDF](#) (4 pages, 8 kb)
- Transmittal Memorandum #25 (03/14/2003) in [HTML](#)
- [Proposed Revised OMB Circular A-76](#) (November 14, 2002) (62 pages, 926 kb) (for agency and public comment)
- [Preamble to the proposed revision to OMB Circular No. A-76, "Performance of Commercial Activities"](#) (11/19/02) (6 pages, 106 kb)
- **Docket of Comments to Proposed Revised OMB Circular A-76**
  - [List of Emails received from Agency and Public](#)
  - [List of faxes received from Agency and Public](#)
- Historical Circular A-76, Performance of Commercial Activities, (08/04/1983) (Revised 06/14/1999) in [HTML](#) or [PDF](#) (8 pages, 29 kb)
- Supplemental Handbook in [HTML](#) or [PDF](#) (77 pages, 968 kb) (04/01/1996) (Revised 06/14/1999)
- **OMB Circular A-87**, Cost Principles for State, Local and Indian Tribal Governments (05/10/2004) [HTML](#) or [PDF](#) (58 pages, 216 kb)
  - [Relocated to 2 CFR, Part 225](#) (18 pages, 362 kb)
- [OMB Circular A-89](#), Catalog of Federal Domestic Assistance (08/17/1984)
- **OMB Circular A-94**, "Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs" (10/29/1992):
  - Text of OMB Circular No. A-94 (10/29/1992) [HTML](#) or [PDF](#) (22 pages, 78 kb)
  - [Appendix C: Discount Rates for Cost-Effectiveness, Lease-Purchase, and Related Analyses for OMB Circular No. A-94](#) (11/2016)
  - [Table of Past Years Discount Rates from Appendix C of OMB Circular No. A-94](#) (12/15/2016) (2 pages, 23 kb)
  - [Memorandum, 2017 Discount Rates for OMB Circular No. A-94](#) (12/12/2016) (2 pages, 764 kb)



- [OMB Circular A-97](#), Rules and Regulations Permitting Federal Agencies to Provide Specialized or Technical Services to State and Local Units of Government Under Title III of the Intergovernmental Cooperation Act of 1968 (08/29/1969)
  - [Transmittal Memorandum #1](#), Specialized or Technical Services for State and Local Governments (03/27/1981)
- **OMB Circular A-102**, Grants and Cooperative Agreements With State and Local Governments (10/07/1994) (further amended 08/29/1997) [HTML](#) or [PDF](#) (10 pages, 43 kb)
  - [Where is the Grants Management Common Rule?](#)
  - [Where are the Attachments to A-102?](#)
  - [Where have Agencies Codified the A-102 Common Rule?](#)
- **OMB Circular A-108**, Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act [PDF](#) (45 pages, 273 kb)
- **OMB Circular A-110**, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (11/19/1993) (further amended 09/30/1999, [Relocated to 2 CFR, Part 215](#) (32 pages, 243 kb))
  - [Where are the Attachments to A-110?](#)
  - [Where have Agencies Codified A-110?](#)
- **OMB Circular A-119**, Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities
  - [Federal Register Notice on Revision of OMB Circular No. A-119](#), “Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities” (01/27/2016)
  - [OMB Circular A-119](#), Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities (01/27/2016 - 43 pages, 506 kb)



- [OMB Circular A-119](#), Transmittal Memorandum, Federal Participation in the Development and Use of Voluntary Standards (02/10/1998)
- **OMB Circular A-122**, Cost Principles for Non-Profit Organizations (05/10/2004) [HTML](#) or [PDF](#) (55 pages, 220 kb), [Relocated to 2 CFR, Part 230](#) (17 pages, 235 kb)
  - [How are cognizant agencies determined for indirect costs?](#)
  - [Where is the updated OMB list?](#)
- **OMB Circular A-123**
  - **Note:** Portions of this policy have been **modified** by [M-17-26, Reducing Burden for Federal Agencies by Rescinding and Modifying OMB Memoranda](#), issued June 15, 2017. Please refer to that memorandum for more information.
    - Chapter 5 of Appendix B:
    - Government Charge Card Reporting pursuant to Appendix B
  - Management's Responsibility for Enterprise Risk Management and Internal Control (Revised 07/15/2016) [PDF](#) (51 pages, 1,592 kb)
  - Management's Responsibility for Internal Control (Effective beginning with Fiscal Year 2006) (Revised 12/21/2004) [HTML](#) or [PDF](#) (35 pages, 274 kb)
  - [Appendix A Implementation Plans](#) (08/01/2005) (2 pages, 43 kb)
  - [Appendix A Implementation Guide](#) (07/2005) (70 pages, 1.77 mb)
  - [Appendix A Frequently Asked Questions](#) (04/13/2006) (14 pages, 93 kb)
  - [Issuance of Revised Appendix B to OMB Circular A-123](#) (01/15/2009) (59 pages, 418 kb)
  - [Management's Accountability and Control](#) (Effective through Fiscal Year 2005) (Revised 06/21/1995)
  - [Appendix C, Requirements for Effective Estimation and Remediation of Improper Payments](#) (10/20/2014)



- [Appendix D, Compliance with the Federal Financial Management Improvement Act \(09/20/2013\)](#)
- [Conducting Acquisition Assessments under OMB Circular A-123](#) (May 21, 2008) (56 pages, 458 kb)
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- **OMB Circular A-125**, was rescinded and replaced by the Prompt Pay regulations at [5 CFR Part 1315](#)
- **OMB Circular A-126**, Improving the Management and Use of Government Aircraft (05/22/1992).
  - **Note:** Portions of this policy have been **paused** by [M-17-26, Reducing Burden for Federal Agencies by Rescinding and Modifying OMB Memoranda](#), issued June 15, 2017. Please refer to that memorandum for more information
  - [Attachment A](#)
  - [Attachment B](#)
- **OMB Circular A-127**, was rescinded and replaced by Circular No. A-123 Appendix D.
- **OMB Circular A-129**, Policies for Federal Credit Programs and Non-Tax Receivables (Revised 01/2013) [HTML](#) or [PDF](#) (52 pages, 3.03 mb)
  - Transmittal Letter [HTML](#) or [PDF](#) (2 pages, 508 kb)
  - Policies for Federal Credit Programs and Non-Tax Receivables [HTML](#) or [PDF](#) (24 pages, 440 kb)
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  - Appendix A: Program Reviews [HTML](#) | [PDF](#) (4 pages, 261 kb)



- Appendix B: Model Bill Language for Credit Programs [HTML](#) | [PDF](#) (2 pages, 164 kb)
- Appendix C: Management and Oversight Structures [HTML](#) | [PDF](#) (4 pages, 206 kb)
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- Appendix E: Communications Policies [HTML](#) | [PDF](#) (4 pages, 197 kb)
- **OMB Circular A-130**, Managing Federal Information as a Strategic Resource
  - [Federal Register Notice on Revision of OMB Circular A-130](#), “Managing Federal Information as a Strategic Resource” (07/28/2016)
  - [OMB Circular A-130](#), “Managing Federal Information as a Strategic Resource” (7/28/2016 - 85 pages, 538 kb)
  - Transmittal Memorandum #4, "Management of Federal Information Resources" (11/28/2000 - 23 pages, 323 kb) [HTML](#) or [PDF](#)
- [OMB Circular A-131](#), Value Engineering (12/26/2013) (8 pages, 334 kb)
  - **Note:** Portions of this policy have been **paused** by [M-17-26, Reducing Burden for Federal Agencies by Rescinding and Modifying OMB Memoranda](#), issued June 15, 2017. Please refer to that memorandum for more information.
  - [Proposed Revision to OMB Circular A-131](#) (8 pages, 301 kb)
- [OMB Circular A-133](#), Audits of States, Local Governments and Non-Profit Organizations (includes revisions published in the *Federal Register* 06/27/2003 and 06/26/2007) (34 pages, 173 kb)
  - [July 2016 Compliance Supplement](#)
  - [July 2015 Compliance Supplement](#)
  - [May 2014 Compliance Supplement](#)
  - [June 2013 Compliance Supplement](#)



- [June 2012 Compliance Supplement](#)
- [March 2011 Compliance Supplement](#)
- [June 2010 Compliance Supplement](#)
- [June 2009 Compliance Supplement Addendum](#) (301 pages, 1.29 mb)
- [March 2009 Compliance Supplement](#)
- [March 2008 Compliance Supplement](#)
- [Appendix A: Data Collection Form \(Form SF-SAC\)](#)
- [OMB Circular A-134](#), Financial Accounting Principles and Standards (05/20/1993)
- [OMB Circular A-135](#), Management of Federal Advisory Committees (10/05/1994)
- [OMB Circular A-136](#), Financial Reporting Requirements - Revised (10/7/2016) (172 pages, 3.66 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (8/4/2015) (186 pages, 3.48 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (9/18/2014) (183 pages, 1.78 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (10/21/2013) (185 pages, 8.17 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (8/3/2012) (181 pages, 8.15 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (10/27/2011) (182 pages, 6.32 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (09/29/2010) (177 pages, 1.12 mb)

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- [OMB Circular A-11](#) - Preparation, Submission and Execution of the Budget
- [OMB Circular A-19](#) - Legislative Coordination and Clearance
- [OMB Circular A-25](#) - User Charges
- [OMB Circular A-45](#) - Rental and Construction of Government Quarters
- [OMB Circular A-76](#) - (May 29, 2003, including technical correction made by [OMB Memorandum M-03-20](#)) (August 15, 2003) (63 pages, 1.35 mb)
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  - Transmittal Memorandum #23 in [PDF](#) (3 pages, 8 kb) (03/14/2001)
  - Transmittal Memorandum #24 in [PDF](#) (4 pages, 8 kb) (02/27/2002)
  - Proposed Revised OMB Circular A-76 of November 14, 2002, in [PDF](#) (62 pages, 926 kb)
  - (for agency and public comment)

### Docket of Comments to Proposed Revised OMB Circular A-76 (2002)

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- [OMB Circular A-94](#) - Discount Rates to be Used in Evaluating Time-Distributed Costs and Benefits in [HTML](#) or [PDF](#) (22 pages, 78 kb)
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- -- [Core Circular](#)
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- [OMB Circular A-131](#) - Value Engineering



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- [OMB Circular A-16](#) - Coordination of Geographic Information, and Related Spatial Data Activities
- [OMB Circular A-87](#) - Cost Principles for State, Local, and Indian Tribal Governments
- **OMB Circular A-97** - Provisions of Specialized and Technical Services to State and Local Governments
  - [Core Circular](#)
  - [Transmittal Memorandum #1](#)
- **OMB Circular A-102** - Grants and Cooperative Agreements With State and Local Governments (10/07/1994) (further amended 08/29/1997) [HTML](#) or [PDF](#) (10 pages, 43 kb)
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## Circulars: Educational and Non-Profit Institutions Documents

- **OMB Circular A-21** - Cost Principles for Educational Institutions (05/10/2004) [HTML](#) or [PDF](#) (109 pages, 263 kb), [Relocated to 2 CFR, Part 220](#) (30 pages, 384 kb)



- [OMB Circular A-110](#) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (11/19/1993) (further amended 09/30/1999, [Relocated to 2 CFR, Part 215](#) (32 pages, 243 kb))
- **OMB Circular A-122** - Cost Principles for Non-Profit Organizations (05/10/2004) [HTML](#) or [PDF](#) (55 pages, 220 kb), [Relocated to 2 CFR, Part 230](#) (17 pages, 235 kb)
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**Note:** Please see OMB Memoranda [M-04-12](#) (1 page, 36 kb), *Performance Periods in Public-Private Competitions* (April 30, 2004), [M-06-13](#) (5 pages, 42 kb), *Competitive Sourcing under Section 842(a) of P.L. 109-115* (April 24, 2006), and [M-08-11](#) (8 pages, 60 kb), *Competitive Sourcing Requirements in Division D of Public Law 110-161* (February 20, 2008) when applying the following provisions of OMB Circular A-76: Paragraphs 4.c and 5.d; Attachment B, Paragraphs A.5, C.1.a, C.1.c, D.3.a(7), and D.5.b(3); Attachment C, Paragraphs A.5, A.12, C.3 and Section D.

-- [Preamble to the revision to OMB Circular No. A-76, "Performance of Commercial Activities"](#) (05/29/03) (9 pages, 116 kb)

### Implementing the FAIR Act

- Transmittal Memorandum #20 (06/14/99) in [HTML](#) or [PDF](#) (23 pages, 85 kb)



- Transmittal Memorandum #21 (04/27/00) in [HTML](#)
- Transmittal Memorandum #22 (08/31/00) in [PDF](#) (2 pages, 8 kb)
- Transmittal Memorandum #23 (03/14/01) in [PDF](#) (3 pages, 8 kb)
- Transmittal Memorandum #24 (02/27/02) in [PDF](#) (4 pages, 8 kb)
- Transmittal Memorandum #25 (03/14/03) in [HTML](#)

-- **Proposed Revised OMB Circular A-76** (November 14, 2002) in [PDF](#) (62 pages, 926 kb) (for agency and public comment)

-- [Preamble to the proposed revision to OMB Circular No. A-76, "Performance of Commercial Activities"](#) (11/19/02) (6 pages, 106 kb)

#### **Docket of Comments to Proposed Revised OMB Circular A-76**

-- [List of Emails received from Agency and Public](#)

-- [List of faxes received from Agency and Public](#)

#### **Historical Circular A-76 - Performance of Commercial Activities**

-- Circular A-76 in [HTML](#), [WPD](#) or [PDF](#) (8 pages, 29 kb) format (08/04/83)  
(Revised 06/14/99)

-- Supplemental Handbook in [HTML](#) or [PDF](#) (77 pages, 968 kb) (04/01/96)  
(Revised 06/14/99)

#### **• OMB Circular A-123**

-- Management's Responsibility for Internal Control (Effective beginning with Fiscal Year 2006) (Revised 12/21/2004) [HTML](#) or [PDF](#) (35 pages, 274 kb)

-- [Appendix A Implementation Plans](#) (August 1, 2005) (2 pages, 43 kb)

-- [Appendix A Implementation Guide](#) (July 2005) (70 pages, 555 kb)

-- [Appendix A Frequently Asked Questions](#) (August 22, 2005) (14 pages, 62 kb)

-- [Appendix B Improving the Management of Government Charge Card Programs](#) (August 5, 2005) (51 pages, 282 kb)

-- [Management's Accountability and Control](#) (Effective through Fiscal Year 2005) (Revised 06/21/1995)

-- [Conducting Acquisition Assessments under OMB Circular A-123](#) (May 21, 2008) (56 pages, 458 kb)



- **OMB Circular A-131** - Value Engineering
  - Circular A-131 in [PDF](#) (12/26/2013) (8 pages, 334 kb)
  - [Notice of Final Revision to OMB Circular A-131](#) (2 pages, 203 kb)
  - [Proposed Revision to OMB Circular A-131](#) (8 pages, 301 kb)

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## Circulars: Federal Financial Management Documents

**NOTE:** Final Guidance has been issued that, upon implementation, will supersede requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. See [final guidance](#) and [OMB Policy Statements](#) for more information.

- [OMB Circular A-21](#) - Cost Principles for Educational Institutions, [Relocated to 2 CFR, Part 220](#) (30 pages, 384 kb)
- [OMB Circular A-50](#) - Audit Follow Up
- [OMB Circular A-87](#) - Cost Principles for State, Local, and Indian Tribal Governments, [Relocated to 2 CFR, Part 225](#) (18 pages, 362 kb)
- [OMB Circular A-102](#) - Grants and Cooperative Agreements with State and Local Governments
  - [Where is the Grants Management Common Rule?](#)
  - [Where are the Attachments to A-102?](#)
- [OMB Circular A-110](#) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, [Relocated to 2 CFR, Part 215](#) (32 pages, 243 kb)
- [OMB Circular A-122](#) - Cost Principles for Nonprofit Organizations, [Relocated to 2 CFR, Part 230](#) (32 pages, 235 kb)



- **OMB Circular A-123** -
  - Management's Responsibility for Internal Control (Effective beginning with Fiscal Year 2006) (Revised 12/21/2004) [HTML](#) or [PDF](#) (35 pages, 274 kb)
  - [Appendix A Implementation Plans](#) (08/01/2005) (2 pages, 43 kb)
  - [Appendix A Implementation Guide](#) (07/2005)
  - [Appendix A Frequently Asked Questions](#) (04/13/2006) (14 pages, 93 kb)
  - [Appendix B Improving the Management of Government Charge Card Programs](#) (01/15/2009) (59 pages, 418 kb)
  - [Management's Accountability and Control](#) (Effective through Fiscal Year 2005) (Revised 06/21/1995)
  - [Appendix C, Requirements for Effective Estimation and Remediation of Improper Payments](#) (10/20/2014) (53 pages, 28.7 mb)
- OMB Circular A-125 - was rescinded and replaced by the Prompt Pay regulations at [5 CFR Part 1315](#)
- **OMB Circular A-127** - Policies and Standards for Financial Management Systems
- **OMB Circular A-129**, Policies for Federal Credit Programs and Non-Tax Receivables (Revised 01/2013) [HTML](#) or [PDF](#) (52 pages, 3.03 mb)
  - Transmittal Letter [HTML](#) or [PDF](#) (2 pages, 508 kb)
  - Policies for Federal Credit Programs and Non-Tax Receivables [HTML](#) or [PDF](#) (24 pages, 440 kb)
  - Attachment: Write-Off/Close-out Processes for Receivables [HTML](#) or [PDF](#) (1 page, 142 kb)
  - Appendix A: Program Reviews [HTML](#) | [PDF](#) (4 pages, 261 kb)
  - Appendix B: Model Bill Language for Credit Programs [HTML](#) | [PDF](#) (2 pages, 164 kb)
  - Appendix C: Management and Oversight Structures [HTML](#) | [PDF](#) (4 pages, 206 kb)
  - Appendix D: Effective Reporting for Data-Driven Decision Making [HTML](#) | [PDF](#) (8 pages, 1.34 mb)
  - Appendix E: Communications Policies [HTML](#) | [PDF](#) (4 pages, 197 kb)
- **OMB Circular A-133**, Audits of States, Local Governments and Non-Profit Organizations (includes revisions published in the *Federal Register* 06/27/2003 and 06/26/2007) (34 pages, 173 kb)
- **OMB Circular A-134** - Financial Accounting Principles and Standards



- [OMB Circular A-136](#) - Financial Reporting Requirements - Revised (09/18/2014) (183 pages, 1.78 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (10/21/2013) (185 pages, 8.17 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (8/3/2012) (181 pages, 8.15 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (10/27/2011) (182 pages, 6.32 mb)
  - [OMB Circular A-136](#), Financial Reporting Requirements - Revised (09/29/2010) (177 pages, 1.12 mb)

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## Circulars: Federal Information Resources/ Data Collection Documents

- [OMB Circular A-16](#) - Coordination of Geographic Information, and Related Spatial Data Activities
- [OMB Circular A-89](#) - Federal Domestic Assistance Program Information
- [OMB Circular A-108](#) - Federal Agency Responsibilities for Review, Reporting, and Publication under the Privacy Act
- [OMB Circular A-130](#) - Management of Federal Information Resources [HTML](#) or [PDF](#) (23 pages, 92 kb)

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## Circulars: Other Special Purpose

- [OMB Circular A-1](#) - OMB's System of Circulars and Bulletins
- [OMB Circular A-4](#) - Regulatory Analysis (09/17/03) [HTML](#) or [PDF](#) (48 pages, 435 kb)



- [OMB Circular A-16](#) - Coordination of Geographic Information, and Related Spatial Data Activities
- [OMB Circular A-89](#) - Federal Domestic Assistance Program Information
- [OMB Circular A-97](#) - Provision of Specialized and Technical Services to State and Local Units of Government
  - [Core Circular](#)
  - [Transmittal Memorandum #1](#)
- [OMB Circular A-119](#) - Transmittal Memorandum dated 2/10/98, Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities
- [OMB Circular A-126](#) - Improving the Management and Use of Government Aircraft
  - [Core Circular](#)
  - [Attachment A](#)
  - [Attachment B](#)
- [OMB Circular A-131](#) - Value Engineering
- [OMB Circular A-135](#) - Management of Federal Advisory Committees

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### **Award condition: General appropriations-law restrictions on use of federal award funds (FY 2016)**

This award condition applies to all OJP awards made during FY 2016 (October 1, 2015 - September 30, 2016).

**Background.** The federal appropriations statutes that provide (among many other things) the funds that OJP awards in its grants and cooperative agreements include various restrictions on how the federal appropriated funds may be used. These restrictions, which often appear in sets of "General Provisions," typically do not relate to a particular program, or even to a particular agency such as OJP. Rather, they are wide-ranging, "cross-cutting" restrictions.

#### **Award Condition:**

Each recipient of an OJP award made in FY 2016, and any subrecipient ("subgrantee") at any tier under an OJP award made in FY 2016, must comply with all applicable restrictions, as set out below.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of a restriction set out in this award condition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### **A. Restrictions applicable to all federal funds awarded by OJP in FY 2016**

1. **Publicity or propaganda.** Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by the Congress.
2. **Certain employee trainings.** Federal funds are not legally available, and may not be used, for any employee training that—
  1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
  2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
  3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
  4. contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
  5. is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

#### **3. Nondisclosure policies, forms, and agreements.**

(a) **General rule -** Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing federal statute or Executive Order relating to— (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and federal statutory provisions are incorporated into this agreement and are controlling."

Notwithstanding the above provision, a nondisclosure policy, form, or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the United States Department of Justice, that are essential to reporting a substantial violation of law.

(b) **Certain exceptions.** Under certain circumstances, a nondisclosure agreement that does not contain the provisions set out in subsection (a) above nevertheless may continue to be implemented and enforced. Should a question arise as to whether an exception to the general rule set out in subsection (a) may be available for a particular nondisclosure agreement, the recipient is to contact OJP for guidance, and the recipient may not use federal funds to implement, continue to implement, or enforce the nondisclosure agreement without the express prior written approval of OJP.

4. **ACORN and related organizations.** Absent express prior written approval from OJP, federal funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

#### **B. Restrictions applicable only to certain federal funds under OJP awards made in FY 2016**

1. **Nondiscrimination in programs involving students.** Funds appropriated under the Department of Justice Appropriations Act, 2016, and awarded by OJP are not legally available, and may not be used, to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians.

2. **Blocking of pornography on computer networks.** Funds appropriated under the Department of Justice Appropriations Act, 2016, and awarded by OJP are not legally available, and may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.



Nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement- or victim assistance-related activity.

(This provision also applies to any OJP award of other funds appropriated under the Commerce, Justice, Science, and Related Agencies Appropriations Act, 2016.)

3. Award or incentive fees to contractors. Funds appropriated under the Department of Justice Appropriations Act, 2016, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract. (This restriction also applies to any OJP award of other funds appropriated under the Commerce, Justice, Science, and Related Agencies Appropriations Act, 2016.)

4. Use of funds in connection with abortion. Funds appropriated under the Department of Justice Appropriations Act, 2016, and awarded by OJP are not legally available, and may not be used – (1) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or (2) to require any person to perform, or facilitate in any way the performance of, any abortion.

5. "Pay-to-stay" at local jails. Funds appropriated to the Department of Justice through an annual appropriations statute and awarded by OJP are not legally available to, and may not be provided to, any local jail that runs a "pay-to-stay" program. (Monies in the Crime Victims Fund are not appropriated through an annual appropriations statute.)





# Online SAM Registration

System for Award Management Registration, Renewal & Migration

New Registration

Renew Registration

## Full Service SAM Registration

US Federal Contractor Registration is a third-party registration firm who charges to complete a Full Service System for Award Management (SAM) Registration. Our service includes a dedicated case manager to physically process the SAM paperwork on the client's behalf. The Government offers free registration forms at SAM.gov, but SAM will not physically process the forms for a client. All fees paid to US Federal Contractor Registration are for the filing of government paperwork on a client's behalf, saving the entity time and ensuring complete and accurate filings.



### Search for Contracts

Browse fresh Government Contracts for your company



### Find Your SAM Registration

Look up your SAM Registration by DUNS, CAGE, or Business Name



### Simplified Acquisition Program

An easier federal buying process designed for small businesses



## Does Your Business Qualify for Government Contracting?

[Learn More](#)



The federal government purchases products and services from just about every industry, from space ship parts to staplers, but in order to do business with the federal government, you must have an active SAM registration. The government makes the registration forms available for free, but completing the SAM Registration on your own can take between 20 and 40 hours — and, making sure your Registration is current and complete can take even longer.

In 2016, the General Services Administration (GSA) made 77 client-facing enhancements and changes to the System for Award Management (SAM), including seven revisions to FAR subpart 4.18, FAR 52.204-17, FAR 52.204-3, and FAR 52.212-3. These changes affected the type of information a company must submit when completing a SAM Registration. For companies with current SAM Registrations at the time these regulations



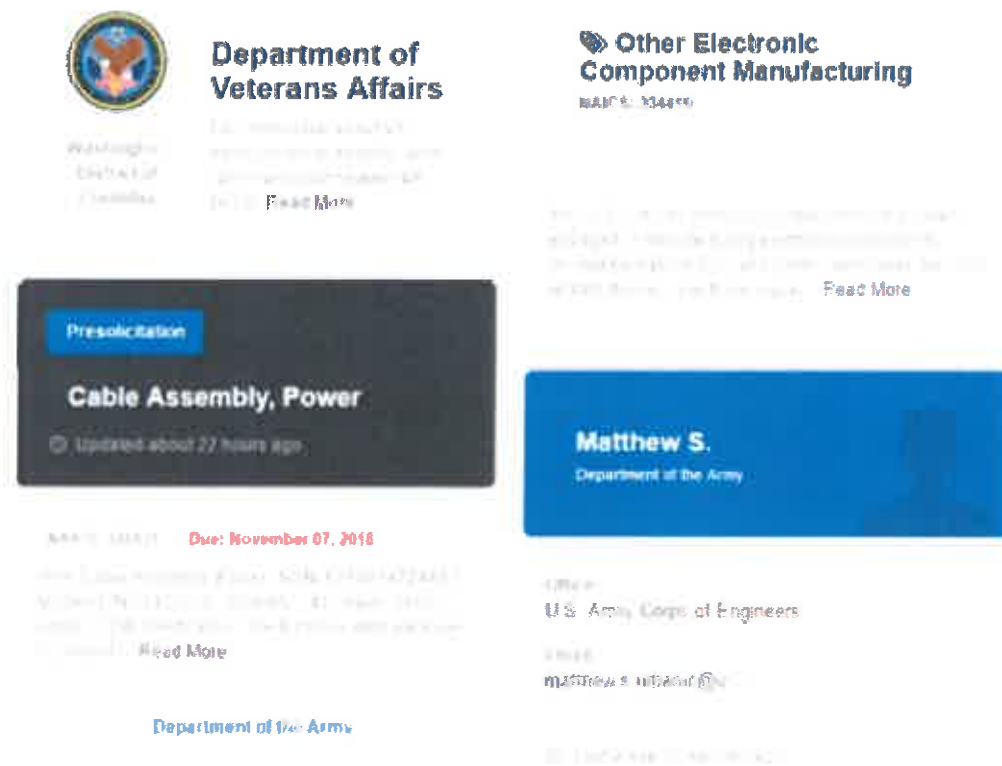
## Simplified Acquisition Program

Our Simplified Acquisition Program helps get your products and/or services in front of the right government buyers and build your government brand. It is designed to help small and large businesses acquire no-bid contracts between \$3,500 and \$150,000. The better your business is marketed, and the better your name recognition, the more likely a government buyer will remember your name when reviewing bids. USFCR will [qualify your business](#) for the program to determine if it is an option for your business.

[Learn More](#)







The screenshot displays the SAM.gov interface with several key elements:

- Department of Veterans Affairs:** A section featuring the department's seal and a "Read More" link.
- Other Electronic Component Manufacturing:** A section with a "Read More" link.
- Presolicitation:** A dark blue box titled "Cable Assembly, Power" with a timestamp "Updated about 22 hours ago".
- Matthew S.:** A blue profile box for a user from the "Department of the Army".
- Due: November 07, 2018:** A red text alert for an upcoming deadline.
- Department of the Army:** A section at the bottom with a "Read More" link.

our data search gives you information BEFORE the information is available elsewhere. Set up bid alert notifications to alert you each time a solicitation is posted for which you're qualified to bid. Review the history of that specific opportunity, including when it was last offered and the company who won it. And identify the key buyers in your industry and how to best contact them. No other product gives you all of this information in one place. Our technology product will set you apart from your competition and give you a chance to thoroughly research and put together a competitive bid before your competition even knows that the opportunity is available.

[Learn More](#)

## About US Federal Contractor Registration

US Federal Contractor Registration is the world's largest third-party registration firm. It helps business owners register to do business with the federal government; is a platinum



rated D&B rated company; and has completed more than 65,000 federal registrations for federal contractors, nonprofits, state and local agencies, and even for the U.S. government.

The government won't help you complete the registration, and it won't tell you when you've submitted incorrect information. A business that submits incomplete or incorrect registration information can't do business with the federal government until the information is complete and/or correct. US Federal Contractor Registration, the world's largest third-party registration firm, can do it for you. It also can handle your mandatory SAM Registration renewal each year, enroll you in its Simplified Acquisition Program, make sure you're qualified for all applicable set-asides, train you on submitting bids, and so much more. For more information, call a case manager today at 877-252-2700 ext. 1.

**8(a) Program Registration** – Helping small, disadvantaged businesses interested in working on government contracts.

**Bid Training** – Helping our clients learn how to find, research, and submit bids on federal solicitations and opportunities.

**DAPA** – Helping small businesses interested in entering into a distribution and pricing agreement with the Defense Logistics Agency (DLA).

**DSBS** – Registering clients in the Dynamic Small Business Search database, making their information visible to procurement officers.

**FEMA** – Registering clients to do business with the Federal Emergency Management Agency (FEMA).

**GSA** – Helping small businesses interested in getting their products on a General Services Administration (GSA) Schedule.

**GSAP** – Giving clients the best of both worlds: Access to Simplified Acquisition opportunities and to GSA Schedules.

**HUBZone** – Helping small businesses in historically underutilized business zones access federal prime contracts.



## Contracting Registrations

- 8A Program Registration
- DAPA Registration
- DSBS Registration
- GSA Schedule
- GSAP Registration
- HUBZONE Program Registration
- VETBIZ Registration
- WAWF Registration
- WOSB/EDWOSB Registration

## Additional Information

- About SAM (System for Award Management)
- About USFCR
- Federal Contracting FAQ
- Federal Glossary
- Full Vs Self Service Registration
- Importance of a 60 Day Renewal
- Merchant Services
- On-Boarding Assessment
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The fees charged by USFCR are for the services provided by USFCR not the forms which are provided for free by the government for Self Registration.

USFCR is the largest third party federal registration firm in the world and the most trusted SAM.gov registration company.



## OJP Training Guiding Principles for Grantees and Subgrantees

Any training or training materials developed or delivered with grant funding provided by the Office of Justice Programs is to adhere to the following guiding principles.

1. **Trainings must comply with applicable law.** In developing and conducting grant-funded training, grantees (and any subgrantees) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.
2. **The content of trainings and training materials must be accurate, appropriately tailored, and focused.** The content of training programs must be accurate, useful to those being trained, and well-matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.
3. **Trainers must be well-qualified in the subject area and skilled in presenting it.** Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, grantees (or subgrantees) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.
4. **Trainers must demonstrate the highest standards of professionalism.** Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.



## Featured Resources

- [State Courts](#)
- [Foreign Language Services Ordering Guide](#)
- [Translation and Interpretation and Procurement Services \(TIPS\) Sheets](#)
- [Training Video: Communicating Effectively with LEP Members of the Public](#)
- [Title VI Protection for LEP Individuals](#)
- [LEP.gov Mission Statement](#)

## Recent Items

[Memorandum of Understanding between the United States of America and the Unified Judicial System of Pennsylvania- April 24, 2017](#)

- [Language Access Plan- March 28, 2017](#)

[Erie County of New York State Enters Agreement with HHS OCR to Ensure Availability of Language Assistance Services for Individuals with LEP \(Agreement\) \(Press Release\)](#)

[Federal District Court denies Defendant Philadelphia School District's Motion to Dismiss in IDEA, EEOA, and Title VI Language Access Lawsuit Where DOJ Filed a Statement of Interest - November 30, 2016 \(Statement of Interest PDF\)](#)

[Frequently Asked Questions on Section 1557 of the Affordable Care Act \(ACA\): Applying the Tagline Requirement to Covered Entities that Operate Health Programs or Activities in More than One State – \(HTML\)](#)

[Resource for Entities Covered by Section 1557 of the Affordable Care Act Estimates of at Least the Top 15 Languages Spoken by Individuals with Limited English Proficiency for the 50 States, the District of Columbia, and the U.S. Territories- \(PDF\)](#)

[Department of Justice Files Statement of Interest in Title VI & EEOA Case Alleging National Origin Discrimination by Collier County, Florida School District- September 26, 2016](#)

## Archive of Past Items

## LEP.gov Mission Statement

LEP.gov promotes a positive and cooperative understanding of the importance of language access to federally conducted and federally assisted programs. This site acts as a clearinghouse, providing and linking to information, tools, and technical assistance regarding limited English proficiency and language services for federal agencies, recipients of federal funds, users of federal programs and federally assisted programs, and other stakeholders.

### Selected Resources

[Frequently Asked Questions](#)  
[Executive Order 13166](#)  
[LEP Mapping Tools](#)  
[LEP Guidance for Recipients](#)  
[File a Complaint](#)

### Department of Justice Links

[Department of Justice Home Page](#)  
[Civil Rights Division Home Page](#)  
[Federal Coordination and Compliance Section Home Page](#)  
[Freedom of Information Act](#)  
[Privacy Policy](#)



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

Due to recent regulatory changes, updated guidance is being developed and will appear here shortly





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**Advisory for Recipients of Financial Assistance from the U.S. Department of Justice  
on the U.S. Equal Employment Opportunity Commission's *Enforcement Guidance:*  
*Consideration of Arrest and Conviction Records in Employment Decisions*  
*Under Title VII of the Civil Rights Act of 1964***

June 2013

On April 25, 2012, the U.S. Equal Employment Opportunity Commission (EEOC) issued an updated enforcement guidance, cautioning employers that the use of arrest or conviction information in making employment decisions may, in certain circumstances, violate Title VII of the Civil Rights Act (Title VII) of 1964, as amended,<sup>1</sup> which prohibits discrimination in employment based on race, national origin, and other protected classes.<sup>2</sup> In light of the disproportionately high national rates of arrest and imprisonment of African Americans and Hispanics, especially African American and Hispanic men in comparison to their representation in the general population,<sup>3</sup> the *EEOC Enforcement Guidance* advises employers that if they misuse arrest and conviction records in making employment decisions, they may be engaging in unlawful discrimination.<sup>4</sup>

Consistent with the *EEOC Enforcement Guidance* and the Attorney General's commitment to remove barriers to prisoner reentry,<sup>5</sup> grant-making offices of the U.S. Department of Justice (DOJ or Department)<sup>6</sup> issue this Advisory to remind recipients of financial assistance from the Department of their obligation not to engage in discriminatory employment practices related to the improper use of arrest and conviction records. Although most recipients of Department funding are subject to Title VII, which generally applies to both public and private employers with fifteen or more employees,<sup>7</sup> almost all recipients of financial assistance under certain DOJ program statutes, regardless of the number of employees, must comply with those statutes' prohibitions against employment discrimination based on race, national origin, and other protected classes. The DOJ program statutes at issue are the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended; the Juvenile Justice and Delinquency



Prevention Act (JJDPa) of 1974, as amended; and the Victims of Crime Act (VOCA) of 1984, as amended.<sup>8</sup> In interpreting these DOJ program statutes as they apply to employment discrimination, the Justice Department relies on Title VII standards.<sup>9</sup> Consequently, the Department refers to the *EEOC Enforcement Guidance* in interpreting the obligations of employers that receive financial assistance under the Safe Streets Act, the JJDPa, and the VOCA.<sup>10</sup>

Recipients should consult their legal counsel and the *EEOC Enforcement Guidance* for assistance in making employment decisions based on arrest and conviction records.<sup>11</sup> The DOJ grant-making offices are aware, however, that many of their recipients, which include law-enforcement agencies, correctional systems, state and local criminal justice agencies, and victim-service providers, may have good reason, for sensitive positions, to request and evaluate criminal background information in making employment decisions. The *EEOC Enforcement Guidance* does not prohibit employers from conducting background checks, but it provides a useful framework for employers and their legal counsel to evaluate prospective and current employees' arrest or conviction records.<sup>12</sup>

### **Employment Discrimination Claims**

Employment discrimination claims under Title VII and the DOJ program statutes generally fall into two categories: disparate-treatment claims and disparate-impact claims.<sup>13</sup> Disparate-treatment discrimination occurs when an employer intentionally treats an individual differently based on race, national origin, or another protected class.<sup>14</sup> Disparate-impact discrimination occurs when an employer's neutral employment policy or practice has the effect of disproportionately screening out or disadvantaging a Title VII-protected group and the employer fails to demonstrate that the policy or practice is "job related for the position in question and consistent with business necessity."<sup>15</sup>

### **Conviction Records**

Employers may take into account conviction records in making employment decisions, but they should take stock of how they use this information.

An example of the impermissible use of conviction records under a disparate-treatment analysis would be an employer who makes a different assessment of the conviction records of two similarly situated applicants for employment, one white and one African American. Even though both applicants may have similar job qualifications and comparable conviction records, the employer excludes the African American applicant based on his conviction record while hiring the white applicant despite hers.



Under a disparate-impact analysis, according to the *EEOC Enforcement Guidance*, given the disproportionate number of African American and Hispanic men who have conviction records, an employer's use of conviction records to screen job applicants will generally have a disparate impact on these groups.<sup>16</sup> The employer may successfully defend against a discrimination claim alleging that the use of conviction records has an unlawful disparate impact based on race or national origin by showing that despite the disparate impact on a particular group, the employer's screening practice is both job related and consistent with business necessity.

According to the *EEOC Enforcement Guidance*, employers should consistently be able to meet this standard in two ways. The first option is for an employer to validate its criminal-conduct screening under the standards of the *Uniform Guidelines on Employee Selection Procedures*.<sup>17</sup> The second option has two parts: (1) to develop targeted screening based on three considerations, known as the *Green* factors, which are (a) the nature of the crime; (b) the time elapsed since the offense, conduct, or completion of the criminal sentence; and (c) the nature of the job<sup>18</sup> and then, in most cases, (2) to provide an "opportunity for an individualized assessment for people excluded by the screen to determine whether the policy as applied is job related and consistent with business necessity."<sup>19</sup>

### **The Uniform Guidelines**

Employers may use criminal-record screenings that have an adverse impact on racial and ethnic groups, if they can validate the screening process based on the technical framework of the Uniform Guidelines.<sup>20</sup> The EEOC, the DOJ, and other federal agencies jointly issued the Uniform Guidelines to help employers comply with federal law when making employment decisions.<sup>21</sup> Whenever an employer's selection process adversely impacts applicants for employment (or candidates for promotion or retention) based on race, national origin, or sex, the process may be unlawful unless the employer has properly validated it in accordance with the Uniform Guidelines or has otherwise justified the selection process under federal law.<sup>22</sup> The *EEOC Enforcement Guidance* cautions, however, that at the present moment, social studies that provide a framework for validating employment exclusions are rare.<sup>23</sup>

### **Targeted Screening and Individualized Assessment**

In most instances, employers that have a blanket policy of disqualifying all applicants for employment who have criminal convictions would run afoul of Title VII.<sup>24</sup> Employers may, however, use conviction-record screenings that have an adverse impact on racial and ethnic groups, if they conduct a targeted screening based on the *Green* factors and then provide an opportunity for an individualized assessment of the excluded people to determine whether the policy, as applied, is job related and consistent with business necessity.<sup>25</sup> For example, in the case of an applicant for employment, the individualized assessment may consist of notifying the



applicant of the exclusion based on the applicant's conviction record, providing the applicant with the opportunity to explain why the exclusion should not apply, and determining whether the applicant's explanation would justify an exception to the employer's exclusion policy.<sup>26</sup>

Significantly, the *EEOC Enforcement Guidance* notes that an employer may be able to justify a targeted records screen without having to conduct an individualized assessment if the screen is "narrowly tailored to identify criminal conduct with a demonstrably tight nexus to the position in question."<sup>27</sup>

Even if an employer is able to demonstrate that its employment practices are job related and consistent with business necessity, a complainant might "still prevail by demonstrating that there is a less discriminatory 'alternative employment practice' that serves the employer's legitimate goals as effectively as the challenged practice but that the employer refused to adopt."<sup>28</sup>

Recipient law-enforcement agencies and correctional systems would likely not run afoul of Title VII or the DOJ program statutes in using criminal-background screening to select sworn officers or security staff, as long as they are able to show that disqualifying criminal convictions are job related and consistent with business necessity. For example, if a position requires that an employee carry a firearm, an employer, following federal law, would be able to exclude from that position individuals prohibited from possessing a firearm as the result of a qualifying misdemeanor domestic-violence conviction.<sup>29</sup> Similarly, organizations may take into account a person's recent criminal history in filling positions that have contact with vulnerable populations, which may include children, people with severe mental or physical disabilities, or survivors of sexual assault and other violent crimes.<sup>30</sup>

#### **Example of Disparate-Impact Discrimination Based on the Improper Use of a Conviction Record**

An example of disparate-impact employment discrimination based on a public recipient's improper use of a conviction record would be the following:

The newly hired town manager of Center City recently revised the town's city-wide employment policies. One new policy states that no Center City employee who has contact with the public may have a violent-crime record. Thomas, a forty-year-old Hispanic man, has for more than two decades served as a records clerk at the Center City Police Department, which receives numerous grants under the Safe Streets Act from the DOJ. When Thomas was a teenager, he pled guilty to a misdemeanor assault charge, which is a violent crime under state law. In the interim, he has not had contact with the criminal justice system, and he has consistently received the town's highest performance ratings. Implementing the



new employment policy, the town manager notified Thomas that the town was terminating his employment because one of Thomas' duties is to provide, on occasion, accident reports to members of the public who come to police headquarters. The town considered neither the nature of employees' offenses, the time passed since conviction, nor the nature of particular public-contact jobs before sending out termination notices. The town also did not provide Thomas with an opportunity to explain his conviction record. If the new employment policy adversely impacts Hispanic men, Thomas may have a national-origin discrimination claim against Center City, not only under Title VII but also under the Safe Streets Act.

### **Arrest Records**

In making employment decisions, recipients should distinguish between conviction records and arrest records. An arrest by itself is not evidence of criminal behavior.<sup>31</sup> Moreover, as the *EEOC Enforcement Guidance* notes, there is significant evidence showing that arrest records may be incomplete or inaccurate.<sup>32</sup> Accordingly, an arrest record standing alone should not be the basis for denying an employment opportunity. An employer may rely, however, on a fact-based analysis of the underlying circumstances related to an arrest to determine if the conduct makes the individual unfit for the position in question.<sup>33</sup>

Like claims of employment discrimination based on the improper use of conviction records, claims of employment discrimination based on the improper use of arrest records could fall under either a disparate-treatment or a disparate-impact theory of discrimination.

### **Equal Employment Opportunity Plans**

The issue of employment discrimination related to the misuse of arrest and conviction records may also arise for many recipients of DOJ funding in the context of formulating an Equal Employment Opportunity Plan (EEOP).<sup>34</sup> The Safe Streets Act not only prohibits recipients from engaging in unlawful employment discrimination, but it also requires many recipients to produce an EEOP.<sup>35</sup> An EEOP is a report that compares the percentage of a recipient's workforce in eight major job categories, cross-classified by race, national origin, and sex, to the percentage of similarly classified qualified people in the same job categories in the relevant labor market.<sup>36</sup> If the comparison indicates that the recipient's workforce has a significant underutilization of qualified employees in certain job categories based on race, national origin, or sex, the recipient must address the discrepancy, explaining the steps it has taken, or plans to take, to ensure equal employment opportunity.<sup>37</sup> Major recipients of financial assistance subject to the Safe Streets Act must submit an EEOP to OJP's Office for Civil Rights for review and approval.<sup>38</sup>



Preparing an EEOP requires recipients to analyze their employment practices to determine whether they may have had the effect of discriminating on the basis of race, national origin, or sex. “Recipient agencies are expected to conduct a continuing program of self-evaluation to ascertain whether any of their recruitment, employee selection or promotional policies (or lack thereof) directly or indirectly have the effect of denying equal employment opportunities to minority individuals and women.”<sup>39</sup>

In reviewing submitted EEOPs, the Office for Civil Rights may suggest modifications to an EEOP if the Office finds that a recipient’s selection or promotion procedures need improvement, especially when it comes to correcting “any identifiable employment impediments which may have contributed to . . . existing disparities.”<sup>40</sup>

In light of the *EEOC Enforcement Guidance* and the federal regulations on the development of an EEOP, recipients of financial assistance subject to the authority of the Safe Streets Act should consider whether their reliance on arrest and conviction records in making employment decisions may have had an adverse effect on otherwise qualified minority candidates. The Office for Civil Rights encourages recipients to examine this issue and to incorporate their analysis in future EEOPs.

### Technical Assistance and Resources

Recipients of DOJ financial assistance seeking technical assistance on the proper use of arrest and conviction records in making employment decisions may contact the EEOC’s regional offices (<http://www.eeoc.gov/field/index.cfm>). Recipients of DOJ financial assistance seeking technical assistance in developing an EEOP may contact the Office for Civil Rights (<http://www.ojp.usdoj.gov/about/offices/ocr.htm>) by telephone at (202) 307-0690, by TDD/TTY at (202) 307-2027, or by e-mail at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

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<sup>1</sup> 42 U.S.C. § 2000e (2006).

<sup>2</sup> U.S. EQUAL EMP’T OPPORTUNITY COMM’N, No. 915.002, EEOC ENFORCEMENT GUIDANCE: CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 (2012), [http://www.eeoc.gov/laws/guidance/upload/arrest\\_conviction.pdf](http://www.eeoc.gov/laws/guidance/upload/arrest_conviction.pdf) [hereinafter EEOC ENFORCEMENT GUIDANCE].

<sup>3</sup> See Amy Solomon, Senior Advisor to the Assistant Att’y Gen., Office of Justice Programs (OJP), U.S. Dep’t of Justice, Testimony at the EEOC Meeting to Examine Arrest and Conviction Records as a Hiring Barrier (July 26, 2011) (written testimony available at <http://www.eeoc.gov/eeoc/meetings/7-26-11/solomon.cfm>); EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 4 & 28 nn.10-14.

<sup>4</sup> EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 3-4; Press Release, U.S. Equal Emp’t Opportunity Comm’n, Pepsi to Pay \$3.13 Million and Made Major Policy Changes to Resolve EEOC Finding of Nationwide Hiring Discrimination Against African Americans (Jan. 11, 2012), <http://www.eeoc.gov/eeoc/newsroom/release/1-11-12a.cfm>.



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<sup>5</sup> Letter from Eric H. Holder, Jr., Att’y Gen., U.S. Dep’t of Justice, to State Attorneys General (Apr. 18, 2011) (on file with the OJP); *see also* NAT’L REENTRY RES. CTR., FED. INTERAGENCY REENTRY COUNCIL, <http://csgjusticecenter.org/nrrc/projects/firc/> (last visited June 1, 2013) (“Reentry provides a major opportunity to reduce recidivism, save taxpayer dollars, and make our communities safer.”).

<sup>6</sup> This Advisory applies to recipients of financial assistance from the following DOJ grant-making components: the Office of Community Oriented Policing Services, the Office on Violence Against Women, and the OJP, which includes the Bureau of Justice Assistance; the Bureau of Justice Statistics; the National Institute of Justice; the Office of Juvenile Justice and Delinquency Prevention; the Office for Victims of Crime; and the Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART) Office.

<sup>7</sup> 42 U.S.C. § 2000e(b).

<sup>8</sup> The JJDPA incorporates by reference (*see* 42 U.S.C. § 5672(b)) the nondiscrimination provision of the Safe Streets Act, which prohibits a recipient of financial assistance under the statute from discriminating in employment based on race, national origin, and other protected classes:

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

*Id.* § 3789d(c)(1).

The VOCA contains similar language, which prohibits a recipient of financial assistance under the statute from discriminating in employment based on race, national origin, or other protected classes:

No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this chapter.

*Id.* § 10604(e).

<sup>9</sup> 28 C.F.R. § 42.203(c) (2012).

<sup>10</sup> Recipients of financial assistance that are unsure of whether they are subject to one of the DOJ program statutes should check their award materials, which ordinarily cite the statutory authority under which the DOJ made the grant award. *See supra* p. 6 (Recipients may also contact the Office for Civil Rights at the OJP for assistance); *see also* CATALOG OF FEDERAL DOMESTIC ASSISTANCE, <https://www.cfda.gov/> (last visited June 24, 2013) (Recipients can search within the CFDA to determine whether a program is subject to a program statute).

<sup>11</sup> *See* U.S. EQUAL EMP’T OPPORTUNITY COMM’N, QUESTIONS AND ANSWERS ABOUT THE EEOC’S ENFORCEMENT GUIDANCE (2012), [http://www.eeoc.gov/laws/guidance/qa\\_arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/qa_arrest_conviction.cfm); U.S. DEP’T OF LABOR, NO: 31-11, TRAINING EMPLOYMENT GUIDANCE LETTER (2012), [http://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_31\\_11\\_acc.pdf](http://wdr.doleta.gov/directives/attach/TEGL/TEGL_31_11_acc.pdf).

<sup>12</sup> Employers that rely on data from consumer reporting agencies, which may include arrest and conviction information, should be aware of the application of the Fair Credit Reporting Act, 15 U.S.C. § 1681. EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 5; *see also* FED. TRADE COMM’N, BUREAU OF CONSUMER PROT., BUS. CTR., USING CONSUMER REPORTS: WHAT EMPLOYERS NEED TO KNOW (2012), <http://www.business.ftc.gov/documents/bus08-using-consumer-reports-what-employers-need-know>.

<sup>13</sup> EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 6.

<sup>14</sup> *Id.* at 6-9.

<sup>15</sup> 42 U.S.C. § 2000e-2(k)(1)(A)(i); *see also* EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 9 & n.63.



<sup>16</sup> Even though national statistics support a finding that an employer's use of conviction-record exclusions has a disparate impact based on race and national origin, employers may be able to provide evidence (e.g., applicant-flow data, arrest and conviction rates in a particular geographic area) to show that their employment policies or practices do not have an adverse impact based on race or national origin. EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 10.

<sup>17</sup> *Id.* at 14 & n.111; see Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. §§ 1607.1-18 [hereinafter Uniform Guidelines].

<sup>18</sup> EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 11 & nn.90-92, 14-16 (citing *Green v. Mo. Pac. R.R. Co.*, 549 F.2d 1158, 1160 (8th Cir. 1977)).

<sup>19</sup> EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 14.

<sup>20</sup> Under some circumstances, validation of the screening process may be either unnecessary or impossible. *Id.* at 14, 15 & n.113 (citing 29 C.F.R. § 1607.6(B)).

<sup>21</sup> 28 C.F.R. § 50.14(1)(B).

<sup>22</sup> The Uniform Guidelines recognize three methods for validating employee-selection procedures that have an adverse impact on the basis of sex or membership in racial or ethnic groups: criterion-related validation, content validation, and construct validation (see 28 C.F.R. § 50.14(5)(A)):

1. Criterion-related validity [is] a statistical demonstration of a relationship between scores on a selection procedure and job performance of a sample of workers.
2. Content-validity [is] a demonstration that the content of a selection procedure is representative of important aspects of performance on the job.
3. Construct validity [is] a demonstration that (a) a selection procedure measures a construct (something believed to be an underlying human trait or characteristic, such as honesty) and (b) the construct is important for successful job performance.

Adoption of Questions and Answers to Clarify and Provide a Common Interpretation of the Uniform Guidelines on Employee Selection Procedures, 44 Fed. Reg. 11,996, 12,001 (Mar. 2, 1979), available at [http://www.eeoc.gov/policy/docs/qanda\\_clarify\\_procedures.html](http://www.eeoc.gov/policy/docs/qanda_clarify_procedures.html); see also 28 C.F.R. § 50.14(5)(B); 29 C.F.R. § 1607.16.

<sup>23</sup> EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 15.

<sup>24</sup> *Green*, 523 F.2d at 1298 (“We cannot conceive of any business necessity that would automatically place every individual convicted of any offense, except a minor traffic offense, in the permanent ranks of the unemployed . . . To deny job opportunities to these individuals because of some conduct which may be remote in time or does not significantly bear upon the particular job requirements is an unnecessarily harsh and unjust burden.”).

<sup>25</sup> EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 14.

<sup>26</sup> *Id.*

<sup>27</sup> *Id.*

<sup>28</sup> *Id.* at 20 & n.128 (citing 42 U.S.C. § 2000e-2(k)(1)(A)(ii)); see also *Watson v. Fort Worth Bank & Trust*, 487 U.S. 977, 998 (1988) (“Thus, when a plaintiff has made out a prima facie case of disparate impact, and when the defendant has met its burden of producing evidence that its employment practices are based on legitimate business reasons, the plaintiff must ‘show that other tests or selection devices, without a similarly undesirable racial effect, would also serve the employer’s legitimate interest in efficient and trustworthy workmanship.’”) (citing *Albamarle Paper Co. v. Moody*, 422 U.S. 405, 425 (1975)).

<sup>29</sup> 18 U.S.C. § 922(g)(9).



<sup>30</sup> See, e.g., *El v. SEPTA*, 479 F.3d 232 (3d Cir. 2007) (affirming summary judgment for employer on the termination of an African American driver with a violent-crime record who provided transport for people with disabilities). The Third Circuit, however, acknowledged that its ruling might have been different had the appellant rebutted expert testimony. *El*, 479 F.3d at 235, 247; see also EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 12. Another factor in the court's decision was that the post under review involved contact with a vulnerable population. *Id.* at 235, 243, 245, 247.

<sup>31</sup> EEOC ENFORCEMENT GUIDANCE, *supra* note 2, at 12.

<sup>32</sup> *Id.* at 6, 12.

<sup>33</sup> *Id.* at 13.

<sup>34</sup> See Equal Employment Opportunity Program Guidelines, 28 C.F.R. §§ 42.301-.308; OFFICE OF JUSTICE PROGRAMS, EQUAL EMP'T OPPORTUNITY PLANS, <http://www.ojp.usdoj.gov/about/ocr/eeop.htm> (last visited June 1, 2013).

<sup>35</sup> Recipients that (1) have a minority service population of three percent or more; (2) are units of state or local governments, instrumentalities of state or local governments, or private entities; (3) have fifty or more employees; and (4) receive an award of \$25,000 or more subject to the Safe Streets Act's administrative provisions must develop an EEOP. § 42.302(d).

<sup>36</sup> §§ 42.304(a), (f), (g).

<sup>37</sup> § 42.304(f)(1); §42.306(b).

<sup>38</sup> Recipients that meet all of the criteria for developing an EEOP and receive an award of \$500,000 or more subject to the administrative provisions of the Safe Streets Act must submit an EEOP to OJP's Office for Civil Rights. 28 C.F.R. § 42.204(b); see *supra* note 35.

<sup>39</sup> § 42.306(a).

<sup>40</sup> § 42.306(b).



## Civil Rights Compliance

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### Introduction

Welcome to the Arizona Criminal Justice Commission's Civil Rights Compliance web page. As a recipient of federal financial assistance, we are required to ensure that sub-recipients comply with federal and state statutes and regulations that prohibit discrimination in federally assisted programs or activities. This includes hiring on the basis of race, color, religion, national origin, age, sex and disability, and the delivery of services or benefit.

### Civil Rights Compliance

[Click here](#) for the Civil Rights Compliance Checklist to assess your agency's Civil Rights compliance.

### Civil Rights Policy

[Civil Rights Policy # CJC-305](#) lays out the procedures U.S. Department of Justice grant program sub-recipients must use to respond to discrimination complaints from their employees, clients, customers, program participants or consumers. For questions or help, please contact the ACJC Civil Rights Complaint Coordinator at: [civilrightcomplaints@azcjc.gov](mailto:civilrightcomplaints@azcjc.gov)

### Online Training

The U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR) has developed online training for its funding recipients. ACJC has made this [training](#) available to all of its sub-recipients as well. All ACJC federal funding sub-recipient agencies must designate a person whose job duties include civil rights compliance to participate in this annual training.

All agencies must participate in multiple training modules. Click on the [Training Fact Sheet](#) to learn more about the trainings your agency is required to participate in.

### Training Help

For assistance or more information on Civil Rights training, please contact the ACJC Civil Rights Training Department at: [civilrightstrng@azcjc.gov](mailto:civilrightstrng@azcjc.gov)



# Global Standards Package Grant Condition

The Global Standards Council (GSC) was created to support the work of DOJ's Global working groups and related bodies by coordinating the establishment of a common, consistent, and standards-based approach to implementing justice information sharing solutions. To further this goal, the GSC developed the [Global Standards Package \(GSP\)](#) which describes a full information sharing technology standards implementation suite that addresses data standardization, messaging architecture, security, and privacy requirements. In order to promote consistency and interoperability of systems across the justice and public safety community, OJP requires grantee compliance to the GSP and all components thereof.



[GSP Frequently Asked Questions Guide](#)

In addition to offering a common mechanism to share information across agencies, the GSP also promotes the use of open, consensus-based standards to avoid proprietary or restrictive approaches to system integration and interface development. This approach enables adopters to fully realize the cost savings and operational efficiencies that have been demonstrated by those who have already implemented elements of the GSP.

Compliance to the GSP requires conformance to all components of the GSP whenever applicable. If the grantee is planning to exchange information across agencies or systems using a common data format, such format is required to be conformant to the National Information Exchange Model (NIEM). If the grantee is planning to adopt a service-oriented approach to sharing information, it must leverage the Global Reference Architecture (GRA), and so on. The primary components of the GSP are as follows:

- National Information Exchange Model (NIEM)
  - Global Reference Architecture (GRA)
  - Global Federated Identity and Privilege Management (GFIPM)

In addition, certain GSP components enable the development of national, or "reference," specifications that further promote reuse for enhanced interoperability. Whenever applicable, these reference specifications should be used as a foundation for implementation of complementary business processes. If the grantee wishes to use an alternate format for which a reference specification already exists, specific justification must be included in the grant application narrative.

**National Information Exchange Model (NIEM)**—the NIEM data model and tools are supported by a robust governance process and program management office. NIEM conformance is defined explicitly across a number of dimensions, including data modeling, XML representation, exchange development, and implementation. Detailed guidance on NIEM conformance for grantees can be found at <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>. NIEM also maintains a repository of reusable exchange specifications that can be found at <http://www.it.ojp.gov/default.aspx?area=implementationAssistance&page=1108>.

**Global Reference Architecture (GRA)**—the GRA provides both a reference architecture to speed agency adoption of Service-Oriented Architecture (SOA)-based approaches to information sharing, as well as a standard methodology for developing particular service specifications that align with specific business



functions. Conformance to the GRA generally relies on adherence to the GRA Framework for the former and to the GRA Service Specification Guidelines for the latter. Detailed guidance on GRA implementation for grantees can be found at <http://www.it.ojp.gov/default.aspx?area=nationalInitiatives&page=1015>. On the same page can be found a listing of reference service specification packages (SSPs) that should be reused whenever applicable.

**Global Federated Identity and Privilege Management (GFIPM)**—the GFIPM specifications and guidelines are designed to support secure access to various information systems based on commonly understood and applied protocols for user access and attribute-based access control policies. Rather than serving as a universal approach to securing justice information systems, GFIPM should be used in particular cases where regional, multijurisdictional, or cross-boundary information sharing is occurring and there is a need to create a “federation” of participants who must agree on policy and technical solutions to satisfy interoperability requirements. Conformance to GFIPM primarily relies on use of the GFIPM Metadata standard and adherence to operational policies and procedures. Detailed guidance on GFIPM implementation can be found at <http://www.it.ojp.gov/default.aspx?area=nationalInitiatives&page=1179>.

As stated above, compliance with the GSP is dependent on the grantee conforming to each of the GSP's normative components above, whenever applicable. For instance, if the grantee is supporting a project to integrate two reporting systems that already operate within the same security environment and there are no new access control provisions required, then conformance to the NIEM and GRA components of the GSP will be sufficient to satisfy the requirement to comply with the GSP. In general, OJP does not require formal certification of software, tools, etc., to verify conformance. However, additional requirements may be imposed by particular funding programs. In cases where software or services are being procured from private sector partners, the grantee should follow procedures such as those recommended by the IJIS Institute to ensure that procured services are in fact conformant. See [http://www.ijis.org/?page=PreRFP\\_Toolkit](http://www.ijis.org/?page=PreRFP_Toolkit).

In addition to complying with the GSP, grantees are also required to adequately address the protection of privacy and civil liberties of those subjects whose data are being shared. OJP requires that prior to implementation of an information exchange solution that such exchange must be governed by an appropriate privacy policy that meets the minimum standards as described by DOJ's Global Privacy Guide. If the exchange is covered under an existing or umbrella policy, then such policy should be noted and communicated to the grant office prior to execution. For a comprehensive set of resources to address privacy protection in information sharing projects, please visit <http://www.it.ojp.gov/privacy>.

For additional background on DOJ's Global Justice Information Sharing Initiative and related activities, please visit <http://www.it.ojp.gov> or contact the Bureau of Justice Assistance (BJA) Justice Information Sharing (JIS) office via Michael Roosa at (202) 532-0031 or [Michael.B.Roosa@usdoj.gov](mailto:Michael.B.Roosa@usdoj.gov); or David Lewis, at (202) 616-7829, or [David.P.Lewis@usdoj.gov](mailto:David.P.Lewis@usdoj.gov).



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**SUPERIOR COURT OF ARIZONA  
GILA COUNTY**

DATE: 07/10/2017  
JUDGE: TIMOTHY M. WRIGHT  
HEARD BY:  
LOCATION: DIVISION II GLOBE  
COURT REPORTER: D RIPPLE  
☐ AUDIO RECORDING

ANITA ESCOBEDO  
CLERK OF THE SUPERIOR COURT  
BY: V WAYNICK, DEPUTY CLERK

**MINUTE ENTRY**

STATE OF ARIZONA,

Plaintiff,

VS.

SUANNE AUDRIE CLYNE,

Defendant.

CASE NO. S0400CR201500549

☐ VICTIM CASE

Start time: 10:36 a.m.

End time: 10:40 a.m.

**ORDER ISSUING WARRANT**

Companion Cases: CR201700242; CR201500343; CR201500345

Related Case: CR201500550 / Everetts

Petition to Revoke Probation filed on May 25, 2017

**APPEARANCES:** The State is represented by Jessica Richardson, Deputy County Attorney; Defendant is not present but is represented by counsel, Jonathan Warshaw; Amy Farley is appearing on behalf of the Probation Department.

This is the date set for Disposition.

Mr. Warshaw informs the Court that he does not have an explanation as to Defendant's non-appearance. Probation reports that Defendant has not completed an intake at community bridges nor brought the requested paperwork to the Probation Department.

Upon the Court's own motion,

**ORDERED** that an ACIC warrant issue for Defendant. Bond is set at \$5,000.00, cash or surety, to cover all matters.

CC:  
JONATHAN WARSHAW [em]

OFFICE DISTRIBUTION:  
COUNTY ATTORNEY [em]  
COURT ADMINISTRATION [em]  
PROBATION DEPARTMENT [em]  
SHERIFF [em]



## ONLINE TRAINING COURSES

### CENTER FOR TASK FORCE LEADERSHIP AND INTEGRITY (CTFLI)

CTFLI is a restricted-access online training for law enforcement professionals.  
Only registered users have access to these online training courses.

Please log into your account using the fields in the Web site header. If you are not currently registered, you can fill out the [registration form](#). Each registrant is subject to approval and will be notified of his or her application status via e-mail.

This page includes an overview of these online training courses for your reference.

#### **Executive Leadership**

This training provides an overview of the role and responsibilities of the task force leadership in setting the standard and implementing activities that effectively promote accountability and ethics in the task force.

Duration: 7:54

#### **Task Force Commander Leadership and Management**

The success of a task force greatly depends on the ability and leadership of the task force commander. This training provides insight into the day-to-day administrative and operational responsibilities of a task force commander.

Duration: 70:05

#### **Safeguarding Privacy, Civil Rights, and Civil Liberties in Task Force Operations**

Law enforcement has the task of fighting crime and improving public safety. This training addresses the need and responsibility of law enforcement to respect and protect the privacy and constitutional rights of the very individuals that you are sworn to serve and protect.

Duration: 19:44

#### **Criminal Intelligence Systems Operating Policies (28 CFR Part 23)**



**Duration: 51:30**

Officer safety when encountering methamphetamine users and the hazards associated with the production of the drug is paramount, and knowing what to expect and look for can be the difference between life and death. This training provides some basic information on methamphetamine: the chemical elements, the user, and officer safety.



## DNA Capacity Enhancement and Backlog Reduction Program

The goals of NIJ's DNA Capacity Enhancement and Backlog Reduction Program are to assist eligible states and units of local government to:

- Process, record, screen and analyze forensic DNA and/or DNA database samples.
- Increase the capacity of public forensic DNA and DNA database laboratories to process more DNA samples, thereby helping to reduce the number of forensic DNA and DNA database samples awaiting analysis.

Under this program, in general, eligible applicants are given the opportunity, based on their individual needs, to determine what portion of their anticipated funding should be used for capacity building purposes and what portion should be used for analysis of forensic DNA and/or DNA database samples.

To learn more about this program, [review past solicitation documents and awards](#).

[Read a discussion with crime laboratory directors about NIJ's capacity enhancement and backlog reduction programs \(pdf, 27 pages\)](#) [Exit Notice](#)

### Information for Applicants & Grantees

[Documents, guidance, and answers to frequently asked questions.](#)

### Funded Awards and Abstracts

[View lists of awards and abstracts for all of NIJ's backlog reduction programs.](#)

*Date Modified: March 14, 2017*

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### STAY CONNECTED





**ARF-4394**

**Consent Agenda Item 4. B.**

**Special BOS Meeting**

Meeting Date: 07/18/2017

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Scottsdale Charros, Inc. Special Event Liquor License Application for October 25 -28, 2017.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the DLLC, the Scottsdale Charros, Inc. of Scottsdale, Arizona, will have used 4 day of the allowable 12 events per year.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Scottsdale Charros, Inc. to serve liquor at their 56th Annual Ride event to be held at the Cherry Creek Lodge on the Tilting H Ranch, in Young, Arizona to be held on October 25 - 28, 2017.

Suggested Motion



Approval of a Special Event Liquor License Application submitted by the Scottsdale Charros, Inc. of Scottsdale, Arizona, to serve liquor at their 56th Annual Ride event on October 25 - 28, 2017, at the Cherry Creek Lodge on the Tilting H Ranch.

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Attachments

Scottsdale Charros - Application

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## Scottsdale Charros

June 1, 2017

Marian Sheppard  
Clerk of the Board of Supervisors  
Gila County  
1400 E. Ash Street  
Globe, AZ 85501

Dear Marian,

My name is Mindy Helstab, I am the Operations Manager for a Scottsdale, Arizona non-profit (501c6) organization, the Scottsdale Charros. Currently, we are preparing to host our 56<sup>th</sup> Annual Ride event. The Annual Charro Ride is a private event, hosted by the volunteer members of the Scottsdale Charros for the civic and business leaders that have contributed to our fundraising efforts to support youth, sports and education in our local community. This is a three day horseback ride and camp out which takes place this year from Wednesday, October 25, 2017 through Saturday, October 28, 2017.

Since 1961, our Ride Committees have worked to select a unique location that honors our western heritage and showcases the natural beauty of our state. This annual event has taken place at beautiful locations all across the state of Arizona including many historic ranches including the Babacomari Ranch in Elgin, the Babbitt Ranches near Flagstaff, the Seven Up Ranch outside of Prescott, the Thompson Ranch outside of Greer and this year, the Cherry Creek Lodge on the Tilting H Ranch in Young.

The Scottsdale Charros are applying to the Arizona Department of Liquor Licenses and Control for a Special Event Permit, allowing the alcohol for the camp out to be donated. Attached to this letter is our Special Event License application that we are requesting be presented for review and approval at the next meeting of the Gila County Board of Supervisors. We hope our application meets with the Board's approval and will be forwarded along with our check for the application fee to the Arizona Department of Liquor Licenses and Control. If you have any questions or require additional information, please do not hesitate to contact us.

Thank you,

A handwritten signature in blue ink, appearing to read 'Mindy Helstab', with a long, sweeping flourish extending to the right.

Operations Manager  
Scottsdale Charros





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

**FOR DLLC USE ONLY**

Event Date(s):
Event time start/end:
CSR:
License:

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: Scottsdale Charros, Inc.

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-6052796

**SECTION 3** The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)  
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (Include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

**SECTION 6** What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

**SECTION 7** Location of the Event: Cherry Creek Lodge & Tilting H Ranch

Address of Location: 54 a Cherry Creek Road Young Gila County Arizona 85554  
Street City COUNTY State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Robbins, Dennis 09/09/1964  
Last First Middle Date of Birth

2. Applicant's mailing address: 10533 E Lakeview Drive  
Street City State Zip

3. Applicant's home/cell phone: (602) 550-5301 Applicant's business phone: (480) 990-2977

4. Applicant's email address: dennis@charros.com



1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
☐ Yes ☒ No (If yes, attach explanation.)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No  
(If yes, attach a copy of the agreement.)

Name SCOTTSDALE CHARROS, INC. Percentage: 100%

Name \_\_\_\_\_ Percentage: \_\_\_\_\_

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

\_\_\_\_\_ Number of Police \_\_\_\_\_ Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: Remote location is fenced and gated. All event guests are by invitation only  
and will have transportation provided to/from the event site.

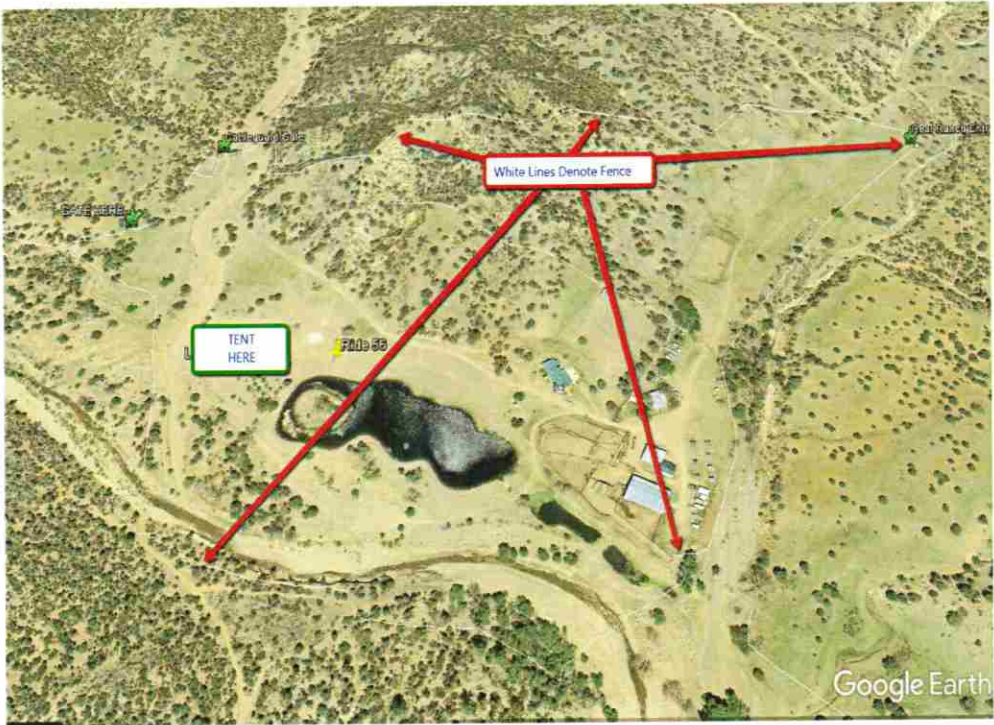
PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	10/25/2017	Wednesday	All Day	
DAY 2:	10/26/2017	Thursday	All Day	
DAY 3:	10/27/2017	Friday	All Day	
DAY 4:	10/28/2017	Saturday	All Day	
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				



**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

N↑





**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

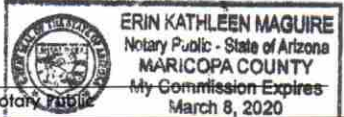
I, (Print Full Name) David Westra declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] 2016-2017 President 480-363-7563  
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 31 May 2017  
Day Month Year

State AZ County of Maricopa

My Commission Expires on: March 8, 2020 [Signature]  
Date Signature of Notary Public



**SECTION 14** This section is to be completed only by the applicant named in Section 9.

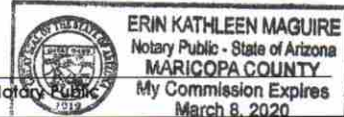
I, (Print Full Name) Dennis Robbins declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Executive Director 602-550-5301  
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 31 May 2017  
Day Month Year

State AZ County of Maricopa

My Commission Expires on: March 8, 2020 [Signature]  
Date Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section.

I, \_\_\_\_\_ recommend ☐ APPROVAL ☐ DISAPPROVAL  
(Government Official) (Title)

On behalf of \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**SECTION 16** For Department of Liquor Licenses and Control use only.

☐ APPROVAL ☐ DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



**ARF-4448**

**Consent Agenda Item 4. C.**

**Special BOS Meeting**

**Meeting Date:** 07/18/2017

**Reporting** July 11, 2017

**Period:**

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

July 11, 2017, Board of Supervisors' Meeting Minutes.

**Suggested Motion**

Approval of the July 11, 2017, Board of Supervisors' meeting minutes.

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**Attachments**

07-11-17 Meeting Minutes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: July 11, 2017

**TOMMIE C. MARTIN**  
Chairman

**MARIAN E. SHEPPARD**  
Clerk of the Board

**TIM R. HUMPHREY**  
Vice-Chairman

By: Marian Sheppard  
Clerk of the Board

**WOODY CLINE**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tommie C. Martin; Chairman (via ITV); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member (via ITV); W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

Chairman Martin called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Tim Humphrey led the Pledge of Allegiance and Joe Hittle from Calvary Chapel delivered the invocation.

**Item 2 – PRESENTATIONS**

**A. Public recognition of two employees for July's "Spotlight on Employees" Program, as follows: Rachel Cliburn and Michael Johnson.**

Erica Raymond, Human Resources Assistant Senior, stated that Rachel Cliburn was unable to attend today's meeting, so she requested to present her information at a future Board meeting to which the Board agreed. She read aloud Michael Johnson's nomination letter that was submitted by Justin (Matt) Solberg, Sheriff's Office Detention Commander. Undersheriff Johnson was nominated for his quick actions to evacuate residents from their home while it was engulfed in flames. He advised that the home is next door to his home and exclaimed that Mary Leon, an employee of the Gila County Sheriff's Office, should be given credit because she was the person who called Undersheriff Johnson to alert him about the fire. Each Board member thanked Undersheriff Johnson for his heroic efforts. Chairman Martin suggested that Ms. Leon should also receive recognition for her efforts regarding this incident during a future Spotlight on Employees Program presentation to which Undersheriff Johnson replied that he would follow through on that suggestion.



### **Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to repeal the previously adopted Gila County Building Code Ordinance No. 2014-03 and any other previously adopted Building Code Ordinances for Unincorporated Areas of Gila County; and adopt Ordinance No. 2017-02, the Building Code Ordinance for Unincorporated Areas of Gila County Arizona, also, that the Board will recognize that an action needs to take place after the Public Hearing has been completed.**

Scott Buzan, Community Development Division Director, advised that the Gila County Building Code Ordinance for Unincorporated Areas of Gila County, Arizona was adopted in 2014 (and at that time the Board's action was also to repeal any previously adopted building code ordinances). He advised that in recent times the Ordinance was reviewed and it was determined that revisions needed to be made. As there were numerous sections of the Ordinance that required amendments, Mr. Buzan advised that it was easier to repeal the existing Ordinance and create a new Ordinance that is being presented today. He advised that a public hearing was held by the Planning and Zoning Commission whereby the Commission voted unanimously to recommend the Board of Supervisors' approval of Ordinance No. 2017-02. Mr. Buzan proceeded to review the significant changes. Each Board member thanked Mr. Buzan for his efforts to make Ordinance No. 2017-02 a better and more useful document. Chairman Martin opened the public hearing at this time. No comments were offered from the public; therefore, she closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adopted Gila County Building Code Ordinance No. 2017-02. **(A copy of the Ordinance is on file in the Board of Supervisors' Office and it is posted on the County's website.)**

### **Item 4 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve the distribution of \$268,428.95 of Gila County's share of Federal Year 2016 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY 2016-17 as follows: \$26,842.90 to Roads and \$241,586.05 to Gila County School Districts.**

Nicholas Montague, Chief Deputy School Superintendent, advised the Board that the formula used for this distribution of funds has remained the same for many years. Supervisor Cline stated that the funding amount has decreased approximately 19% from last year and he inquired if it is expected to decrease further next year. Chairman Martin replied that the Secure Rural Schools Act was not reauthorized for another year by the current administration, so she



does not expect any future funding. Upon motion by Supervisor Cline, seconded Vice-Chairman Humphrey, the Board unanimously approved the distribution of \$268,428.95 of Gila County's share of Federal Year 2016 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY 2016-17 as follows: \$26,842.90 to Roads and \$241,586.05 to Gila County School Districts.

**B. Information/Discussion/Action to approve Microsoft Enterprise Agreement No. 01E73835 for the purchase of Microsoft software licensing with software assurance in the total amount of \$386,169.78 to be purchased through CDW and paid over 3 equal annual installments.**

Kelly Riggs, Information Technology Department Manager, requested permission and funding to standardize the Microsoft license as it is used in the entire County. He advised that, in the past, Gila County has purchased the licensing for County-owned computers on an as-needed basis. As such, Gila County has not received the best possible pricing for said licensing. As well as the differences in the software versions being used, it was discovered during a recent Microsoft software audit of County computers that took place between April and June 2017 that the County is not properly licensed in all areas as required by Microsoft. In addition to the software products that are used on the computers, Microsoft Client Access Licenses (CALs) must be provided for the systems to legally communicate together over the network. These CALs allow desktop and laptop users to connect to Microsoft Exchange, Microsoft SQL Server, Microsoft Windows Server and all other enterprise class software applications that Microsoft provides. Mr. Riggs explained that currently the County pays \$60,000 per year for the existing license model. This cost is spread out through all elected offices and County departments and is accrued with each computer purchase. The new license model will cost \$128,723.26 per year. Although this represents an increase of \$68,723.26 per year, this agreement will cover the licenses that Gila County is legally required to have to operate all of the many devices that are needed to effectively operate the County's network to conduct business and provide the necessary services to Gila County residents. The Board and Mr. Riggs discussed the audit and Mr. Riggs advised that it is expected that an audit will be conducted by Microsoft every few years. Mr. Riggs stated, "Please keep in mind that the entire cost is not new money. We spend about half of this on a yearly basis..." Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Microsoft Enterprise Agreement No. 01E73835.

**C. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 302-14-178 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.**

Marian Sheppard, Clerk of the Board, advised that she received a bid on the subject property from an adjoining land owner, who wants to use the property



to provide an additional barrier between her property and neighboring properties. Ms. Sheppard advised that the lien amount on this parcel is \$3,014.92. This is a small parcel of vacant land off of Highway 87 towards Pine on Control Road to Geronimo Estates. It is mostly hillside with trees and may or may not be buildable. She proceeded to open the sealed bid and stated that Kim Berglund submitted a bid in the amount of \$200 to purchase the property. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously accepted Ms. Berglund's bid in the amount of \$200 for the purchase of Assessor's tax parcel number 302-14-178 and authorized the Chairman's signature on the Quit Claim Deed.

**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 an Intergovernmental Agreement (Contract No. ADHS12-171368) between the Gila County Division of Health and Emergency Management and the Arizona Department of Health Services in the amount of \$48,602 annually to continue the funding of the Proposition 201 Smoke-Free Arizona Program for the period July 1, 2017, through June 30, 2022. (This agenda item was moved from the Consent Agenda to the Regular Agenda for discussion and a Board action – see comments below.)**

**B. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS17-133182) between the Arizona Department of Health Services and the Gila County Health and Emergency Management Division to provide a total contract amount of \$200,419 from July 1, 2017, through June 30, 2018, in order to provide continued public health emergency preparedness services.**

**C. Approval of an Independent Contractor Agreement (Contract No. 07012017-18) 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 \$84,788, 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, 2017, through June 30, 2018.**

**D. Approval of the appointment of Adrian Glynn Ross as a Payson No. 6 Precinct Committeeman as submitted by Gary Morris, Gila County Republican Committee Chairman.**



**E. Acknowledgment of the April & May 2017 monthly departmental activity reports submitted by the Globe Regional Constable's Office.**

**F. Acknowledgment of the May 2017 monthly activity report submitted by the Payson Regional Constable's Office.**

**G. Acknowledgment of the May 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**H. Approval of the June 20, 2017, June 22, 2017, and June 27, 2017 Board of Supervisors' Meeting Minutes.**

**I. Acknowledgment of the Human Resources reports for the weeks of June 6, 2017, June 13, 2017, June 20, 2017, and June 27, 2017.**

### **JUNE 6, 2017**

#### **END PROBATIONARY PERIOD:**

1. Nicole Weaver – Finance – Accounting Associate – 06/12/17 – General Fund
2. Olivia Todd – Finance – Accountant – 06/12/17 – General Fund

#### **DEPARTMENTAL TRANSFERS:**

3. Manuel Orcasitas – From Public Works – To Community Services – From Building Maintenance Technician Senior – To Housing Project Administrator – 06/12/17 – From Facilities Management Fund – To Housing Fund – Replacing Gabriel Eylicio
4. W. James Menlove – From Finance – To Board of Supervisors – From Finance Director – To County Manager – 05/30/17 – General Fund – Replacing John Nelson
5. John Nelson – Board of Supervisors – From County Manager – To Advisor to County Manager – 05/30/17 – General Fund

#### **OTHER ACTIONS:**

6. Candy Bell – From Human Resources and Library Services – To Human Resources – From HR and Library Assistant – To Human Resources Assistant – 07/01/17 – From General(.50)/Library Assistance(.50) Funds – To General Fund – Change in title and fund code

#### **REQUEST TO POST:**

7. Payson Justice Court – Justice Court Operations Manager – Vacated by Tina DeSchaaf
8. Community Development – Permit Technician – Vacated by Jade Kaufman
9. Public Works – Building Maintenance Technician – Vacated by W. Perry Wyrick

### **JUNE 13, 2017**



DEPARTURES:

1. Terri Powell – Treasurer’s Office – Treasurer Services Supervisor – 08/02/17 – General Fund – DOH 03/28/94

END PROBATIONARY PERIOD:

2. Jonathan Bearup – Superior Court – Court Administrator – 07/01/17 – General Fund
3. Erich Kenney – Sheriff’s Office – Detention Officer Lt. – 06/20/17 – General Fund
4. Kevin Roberts – Sheriff’s Office – Detention Officer Sgt. – 06/20/17 – General Fund

OTHER ACTIONS:

5. Patricia Johnson – Sheriff’s Office – Administrative Clerk – 06/05/17 – General Fund – Salary adjustment
6. Duane Dowler – Public Works – Recycling and Landfill Operations Worker Senior – 07/01/17 – From Recycling and Landfill Management Fund – To Recycling and Landfill Management(.50)/Waste Tire(.50) Funds – Change in fund code
7. Johnnie Brake – Sheriff’s Office – Deputy Sheriff – 06/20/17 – General Fund – Extending probationary period an additional six months
8. Tucker Kilbourne – Sheriff’s Office – Deputy Sheriff – 06/16/17 – General Fund – Extending probationary period an additional six months

REQUEST TO POST:

9. Treasurer’s Office – Treasurer’s Services Supervisor – Vacated by Terri Powell
10. Finance – Finance Director – Vacated by W. James Menlove

**JUNE 20, 2017**

DEPARTURES:

1. Tammy Farris – Community Services – Temporary Administrative Clerk – 06/09/17 – CAP(.50)/GEST(.50) Funds – DOH 0/29/16
2. Karla Sipes – County Attorney’s Office – Legal Secretary Senior – 06/07/17 – Attorney’s Justice Enhancement Fund – DOH 04/21/08

END PROBATIONARY PERIOD:

3. Edwiges Guadiana – Globe Justice Court – Justice Court Clerk – 06/27/17 – General Fund
4. Rebecca Taylor – Public Works – Custodian Lead – 07/10/17 – Facilities Management Fund
5. Rachel Cliburn – Health and Emergency Services – Public Health Nurse – 06/19/17 – Immunization(.95)/Family Planning(.05) Funds

OTHER ACTIONS:



6. A. Brent Cline – Public Works – From Roads Shops Manager – To Roads Manager – 07/01/17 – Public Works Fund – Reclassification
7. Debra Blevins – Health and Emergency Services – Accounting Analyst – 06/26/17 – Various Funds – Change in fund code
8. Michael O'Driscoll – Health and Emergency Services – Director of Health and Emergency Services – 06/26/17 – Various Funds – Change in fund code
9. Michael Lemon – Health and Emergency Services – Environmental Health Specialist – 06/26/17 – From Health Service(.10)/Prop 201 Smoke Free AZ Act(.90) Funds – To Health Service(.20)/Prop 201 Smoke Free AZ Act(.80) Funds – Change in fund code

REQUEST TO POST:

10. Sheriff's Office – Inmate Counselor(.48) – Vacated by Sherlyn Willis
11. Clerk of Superior Court – Court Clerk – Vacated by Valerie Pizano

**JUNE 27, 2017**

DEPARTURES:

1. Christopher Mathews – Sheriff's Office – 911 Dispatcher – 07/15/17 – General Fund – DOH 07/27/15
2. Valerie Pizano – Clerk of Court – Court Clerk – 07/07/17 – General Fund – DOH 09/08/15
3. Jared Ferguson – Assessor's Office – CAMA Program Administrator – 07/06/17 – General Fund – DOH 1/05/15

NEW HIRES:

4. Seymour Gruber – County Attorney's Office – Deputy County Attorney – 07/03/17 – General Fund – Replacing Craig Raymond
5. Bree'na York – Community Services – Fiscal Services Manager – 06/30/17 – Various Funds – Replacing Nicholas Montague

TEMPORARY HIRES TO COUNTY SERVICES:

6. Bailey Sexton – Constituent Services 2 – Summer Youth Participant – 06/19/17 – General Fund
7. James Diaz – Computer Services - Summer Youth Participant – 06/19/17 – General Fund
8. Jordan Hill – Constituent Services 3 – Summer Youth Participant – 06/19/17 – General Fund
9. April White – Constituent Services 3 – Summer Youth Participant – 06/21/17 – General Fund
10. Jacob Martin – County Attorney's Office – Summer Youth Participant – 06/19/17 – General Fund
11. Chiel Jawara – Finance – Summer Youth Participant – 06/19/17 – General Fund
12. Deverae Escobedo – Community Development - Summer Youth Participant – 06/19/17 - General Fund



13. Tatum Howell – Community Services – Summer Youth Participant – 06/19/17 – General Fund
14. Natalie Chapman – Computer Services – Summer Youth Participant – 06/19/17 – General Fund
15. Leah Rios – Public Works – Summer Youth Participant – 06/19/17 – Public Works Fund
16. Jacob Perez – Public Works – Summer Youth Participant – 06/19/17 – Public Works Fund
17. Destinee Barajas – Public Works – Summer Youth Participant – 06/19/17 – Facilities Management Fund
18. Lauren Lopez – Health and Emergency Services – Summer Youth Participant – 06/19/17 – General Fund

END PROBATIONARY PERIOD:

19. David O'Brien – Public Works – Vehicle and Equipment Mechanic Senior – 07/17/17 – Public Works Fund
20. Steven Seaman – Public Works – Road Maintenance and Equipment Operator Senior – 07/03/17 – Public Works Fund
21. Stephen Cline – Public Works – Road Maintenance and Equipment Operator Senior – 07/03/17 – Public Works Fund
22. Victoria Waynick – Clerk of Court – Courtroom Clerk – 07/04/17 – General Fund
23. Austin Livingood – Public Works – Road Maintenance and Equipment Operator – 07/17/17 – Public Works Fund
24. Zackery Andrade – Public Works – Road Maintenance and Equipment Operator Senior – 07/03/17 – Public Works Fund

DEPARTMENTAL TRANSFERS:

25. Scott Buzan – Community Development – From Site Supervisor – To Director of Community Development – 07/01/17 – General Fund – Replacing Robert Gould
26. Taylor Kilbourne – Probation – From Administrative Clerk Senior – To Surveillance Officer – 07/10/17 – From General(.80)/Diversion Consequences(.20) Funds - To General(.50)/Adult Probation Service Fees(.50) Funds – Replacing Donna Krah

OTHER ACTIONS:

27. Leonard Kerszykowski – Sheriff's Office – Deputy Sheriff – 07/01/17 – From Drug Gang Violent Crime Control Fund – To General(92.5%)/Drug Gang Violent Crime Control(7.5) Funds – Change in fund code

REQUEST TO POST:

28. Probation – Administrative Assistance – Vacated by Lauryn Mooney
29. Probation – Deputy Probation Officer – FY18 Position
30. Probation – Juvenile Detention Facility Manager – Vacated by Jay Boyer
31. Public Works – General Services Manager – Vacated by John Root



32. Public Works – Building Maintenance Technician Senior – Vacated by Manuel Orcasitas

33. Public Works – Accounting Analyst – Vacated by Rhonda Wood

34. Assessor's Office – CAMA Program Administrator – Vacated by Jared Ferguson

**J. Approval of finance reports/demands/transfers for the reporting period of May 23, 2017, through June 26, 2017.**

Approve demands and budget amendments for operating transfers. Warrant numbers 283853 through 283920, 283922 through 283934, 283936 through 284048, 284050 through 284164, 284166 through 284380, and 284382 through 284419, totaling \$4,603,318.10 for the period 5-23-17 through 6-26-17.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants are permanently attached to these minutes.)**

**K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of May 1, 2017, through May 5, 2017, and May 15, 2017 through May 19, 2017.**

Supervisor Cline made a motion to approve Consent Agenda action items 5A-5K; however, the motion died for a lack of a second. Vice-Chairman Humphrey advised that Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief, wanted to make some comments on Consent Agenda number 5A. He then made a motion to move Consent Agenda number 5A to the Regular Agenda for discussion and action, which was seconded by Supervisor Cline and unanimously approved by the Board. Mr. Dalton advised that per County policy, contracts should not exceed 4 years and he stated that the term of Intergovernmental Agreement (Contract No. ADHS12-171368) is 1-year longer than is allowed per County policy. He commented that, at times, the Board has approved contracts which have exceeded four years. Whenever there is a deviation from County policy, Mr. Dalton advised that he feels it is his responsibility to inform the Board. Chairman Martin asked Mr. Dalton his opinion of the "next steps" with regard to this issue. Mr. Dalton replied that the Board could vote to table any action on this agreement so that the Health and Emergency Management Division Director could contact the Arizona Department of Health Services and request that the term of the contract be



reduced to 4 years. Vice-Chairman Humphrey made a motion to table Consent Agenda 5A, which was seconded by Supervisor Cline and unanimously approved by the Board. Supervisor Cline then made a motion to approve the remaining Consent Agenda items 5B-5K, which was seconded by Vice-Chairman Humphrey and unanimously approved by the Board.

**Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments at this time.

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

Each Supervisor and James Menlove, County Manager, presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 10:52 a.m.

APPROVED:

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Tommie C. Martin, Acting Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board



**ARF-4411**

**Consent Agenda Item 4. D.**

**Special BOS Meeting**

**Meeting Date:** 07/18/2017

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 06-16-17 and 06-23-17

**Submitted For:** James Menlove, Finance Director

**Submitted By:** Betty Hurst, Contracts Administrator

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 06-16-17 and 06-23-17.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of June 12, 2017, through June 16, 2017; and June 19, 2017, through Jun 23, 2017.

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**Attachments**

Report for County Manager approved contracts under \$50K for weeks ending 06-16-17 and 06-23-17

Professional Services Contract No. 060517-1 with Pinnacle Prevention Amendment No. 3 to Service Agreement with Healthcare Medical Waste Services

Amendment No. 2 to Service Agreement No. OGBE00636

Service Agreement No. 042017 with Thomas Printworks, Inc.

Service Agreement No. 40678CONSVR with HOV Services

Mohave Contract No. 15m-KMBS-0128 with Konica Minolta Business Solutions

Amendment No. 4 to Service Agreement No. 071415-1

Service Agreement No. 032717 with Kino Floors & Interiors, LLC

Service Agreement No. 033017 with Lindauer Enterprises Heating & Cooling

Service Agreement No. 062617 with Miami's Finest Custom Auto Painting



Amendment No. 4 to Limited Services Contract with Redwood  
Toxicology Laboratory

Service Agreement No. 062617-1 with McSpadden Ford Collision  
Center

Amendment No. 1 to Service Agreement No. 072116

Amendment No. 1 to State Contract No. ADSPO13-043962 with SD  
Crane Builders

Amendment No. 1 to Lease Agreement with High Desert Humane  
Society

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

*June 12, 2017 thru June 16, 2017*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Pinnacle Prevention	Professional Services Contract No. 060517-1  Marketing Plan for Animal Care and Control	\$ 10,000.00	06-16-17 to 12-31-17	06-16-17	Expires	Execute a marketing plan aims to address these objectives through five areas — public relations, educational materials, communications, email marketing, and social media. Public Relations: 1) writing and distributing news releases, developing plan for handling editor inquiries and providing website, Facebook links, other materials, 2) pitching stories to the media, 3) compiling media mentions and repurposing in email/social media outreach. Educational Materials: 1) create flyers for low-cost rabies clinics and other events, 2) create ½ sheets for animal control themes, 3) other potential ideas....create flyers to promote adoption events and meet the GCACC staff flyer. Communications: 1) manage GCACC Facebook page and respond to all questions posted, 2) promote all adoptable animals at shelter on Facebook page, 3) create standard on all internal and external materials.
3	HealthCare Medical Waste Services	Amendment No. 3 to Service Agreement  Service Agreement for Containment of Medical Waste	\$960.00 new contract amount \$2,406.00	10-07-16 to 10-06-17	06-16-17	Option to Renew	<b>Amendment No. 3 to the Service Agreement</b> will serve to increase the original contract amount by \$960.00 due to an increase of medical waste disposal. The Gila County Sheriff's Department Jail has a need for the containment, transportation, treatment of and disposal of medical waste.
4	Empire Cat	Amendment No. 2 to Service Agreement OGBE00636  Generator Maintenance Agreement Renewal	\$621.84 new contract amount \$2,831.83	07-01-16 to 06-30-17	06-01-17	Option to Renew	Amendment No 2 will serve to increase the contract amount by \$621.84 to cover actual cost of repairs to date and proposed Predictive/Recommended repairs to prevent further system failure issues. Renewal agreement for maintenance support for the backup generator L45 located at the Sheriff's Office 911 Dispatch Center (1342 E. Monroe).



June 12, 2017 thru June 16, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
5	Thomas Printworks, Inc.	Service Agreement No. 042017  Public Works Office Machine Service	\$3,500.00	06-16-17 to 06-15-18	06-16-17	Option to Renew	Public Works has several pieces of office machinery that are no longer under warranty or repair/maintenance contracts. A contract in place will help to save time and productivity by having a company on call.
6	HOV Services	Service Agreement No. 40678CONSVR  Support & Maintenance Agreement	\$1,050.00	07-20-17 to 07-19-18	06-16-17	Option to Renew	Support and maintenance agreement for the Minolta RP605Z Microfilm Reader Printer, and Minolta FC5 Fiche Carrier. A microfilm reader for the Recorder's Office.
7	Konica Business Solutions	15m-KMBS-0128  Service & Maintenance Agreement	\$ 84.22	07-01-17 to 06-30-18	06-16-17	Option to Renew	Service and maintenance agreement for BizHub 601 copier for the Board of Supervisors. Maintenance includes all supplies (except paper), toner, parts, labor and service calls per <b>Mohave contract 15m-KMBS-0128</b> .
8	Earthquest Plumbing	Amendment No. 4 to Service Agreement 071415-1  URRD/PGC Repair and Replace	\$2,408.75 new contract \$11,615.54	07-29-16 to 07-28-17	06-16-17	Expires	<b>Amendment No. 4</b> will serve to increase the amended contract amount by \$2,408.75 to ensure that funds are available for URRD clients for the remainder of July 29, 2016 to June 30, 2017 term. The Utility repair and Replacement Program (URRD) was established to provide assistance to low income individuals in crisis situations to make needed repairs and/or replacements to existing utility related appliances or systems. This contract will enable Earthquest Plumbing to react quickly to our client's needs.



*June 12, 2017 thru June 16, 2017*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
09	Kino Floors & Interiors	Service Agreement No. 032717  Roll Down Blinds for Globe Courthouse Security Entrance	\$1,853.65	06-16-17 to 07-31-17	06-16-17	Expires	Provide materials and labor to install 10 Hunter Douglas Designer screen roller shades in the store front windows of the Globe Courthouse Security entrance. This will eliminate issues negatively affecting the operation of the same. The shades will help alleviate the blinding light and tremendous amount of heat gain caused by the sun shining through the windows.

*June 19, 2017 thru June 23, 2017*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
10	Lindauer Enterprises Heating & Cooling, Inc.	Service Agreement No. 033017  Clean Burn Recycled Oil Furnaces	\$1,500.00	07-01-17 to 06-30-18	06-27-17	Option to Renew	Lindauer Enterprises is the only certified repair company for Clean Burn Recycled Furnaces in our area in Arizona. The contract is for maintenance of the oil burning furnaces in the Star Valley Shops.
11	Miami's Finest Custom Auto Painting	Service Agreement No. 062617  Body Repair Vehicle B-202	\$3,297.32	06-16-17 to 07-31-17	06-27-17	Expires	Repair of Vehicle B-202, passenger door and right front bed.
12	Redwood Toxicology Laboratory	Amendment No. 4 to Limited Services Contract  Professional Drug Testing Laboratory for Detection of Chemical Substances or Alcohol	<\$30,000> new contract amount \$5,000.00	07-01-17 to 06-30-18	06-27-17	Option to Renew	<b>Amendment No. 4</b> will extend the contract term with Redwood Toxicology Labs for an additional year from July 01, 2017 to June 30, 2018; further Amendment No. 4 will serve to decrease the original contract of \$35,000 to \$5,000.00. Redwood Toxicology Labs provides professional drug testing.



June 19, 2017 thru June 23, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
13	McSpadden Ford Collision Center	Service Agreement No. 062617-1  Body Repair Vehicle B-170	\$1,867.64	07-27-17 to 07-31-17	06-27-17	Expires	Repair front bumper, front lamps, hood, and front fender.
14	Superior Cleaning Equipment	Amendment No. 1 to Service Agreement No. 072116  Preventive Maintenance Service for Pressure Washers	\$ 1,500.00	07-01-17 to 06-30-18	06-27-17	Option to Renew	Amendment No. 1 will serve to extend the contract from July 1, 2017 to June 30, 2018. Provide preventative maintenance service on the pressure washers to ensure the most efficient use and life of them.
15	SD Crane Builders	Amendment No. 1 to State Contract ADSP014-043962  Door Reconstruction for Two Buildings	N/A	07-01-17 to 08-04-17	06-27-17	Expires	<b>Amendment No. 1</b> will extend the term of the contract through August 4, 2017. Facilities would like work to coincide with the completion of the First Floor Courthouse project, which has been extended. Public Works Admin Building doors will be removed and opening will be filled in to make a center opening for just one metal door.
16	High Desert Humane Society, Inc.	Amendment No. 1 to Lease Agreement  Lease Agreement 2017 to 2018	\$9,600.00	07-01-17 to 06-30-18	06-27-17	Option to Renew	Amendment No. 1 will serve to extend the Lease Agreement for one year from July 1, 2017 to June 30, 2018. Annual Lease Agreement whereby the Gila County Division of Health and Emergency Services is leasing the building and kennels utilized by Gila County Rabies and Animal Control at 700 Shelter Lane, Globe, AZ 85501.



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

Timothy Humphry, District II  
1400 E. Ash St. Globe, AZ. 85501  
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Woody Cline, District III  
1400 E. Ash St. Globe, AZ. 85501  
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**GILA COUNTY**  
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James Menlove, County Manager  
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Betty Hurst, Contracts Administrator  
Phone (928) 425-3231 Ext. 4355

1400 E. Ash Street  
Globe, AZ 85501

## **PROFESSIONAL SERVICES CONTRACT NO. 060517-1**

### **MARKETING PLAN FOR ANIMAL CARE AND CONTROL**

#### **HEALTH AND EMERGENCY MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of June, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Pinnacle Prevention, of the City of Chandler, 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 **Health and Emergency Management 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 060517-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 060517-1** 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 060517-1**, 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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. **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 [bhurst@gilacountyaz.gov](mailto:bhurst@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 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.



**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through December 31, 2017.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$10,000.00 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.

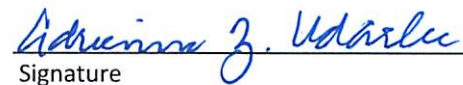
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Professional Services Contract No. 060517-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

PINNACLE PREVENTION

  
James Menlove, County Manager

  
Signature

Date: 6.16.17

Adrienne Z. Udarbe  
Print Name





## PINNACLE PREVENTION RATE AGREEMENT

This rate agreement is effective as of June 5, 2017, for a six-month project period through November 30, 2017, by and between Pinnacle Prevention, of 3100 West Ray Road, Suite 201 Chandler, AZ, 85226 and Gila County Division of Health and Emergency Management (GCDHEM) of 5515 South Apache Avenue Globe, AZ, 85501.

### PURPOSE

The purpose of this agreement is to execute an animal care and control marketing plan that supports public relations, educational materials, communications, email marketing, and social media.

### SCOPE OF WORK AND DELIVERABLES

Pinnacle Prevention will provide the following work at a fixed rate:

Deliverable	Compensation
<ul style="list-style-type: none"> <li>Public Relations: Write and distribute news releases, develop plan for managing editor inquiries and provide website, Facebook links, and other materials; Pitch stories to the media; Compile media mentions and repurposing in email/social media outreach.</li> <li>Educational Materials: Create flyers for low-cost rabies clinics and other events; Create ½ sheets for animal control themes; Develop other materials as identified potentially including, but not limited to creating flyers to promote adoption events and meet the GCACC staff flyer.</li> <li>Communications: Manage GCACC Facebook page and respond to all questions posted; Promote all adoptable animals at shelter on Facebook page; Create standard on all internal and external materials.</li> <li>Email Marketing: Respond to resident inquiries and complaints; Collect emails on sign-in sheet at events to create database for future marketing initiatives.</li> <li>Social Media: Encourage community engagement and sharing by building Facebook connections and boosting events and offerings; Write and post calendar-based content themes on Facebook and share with community; Develop recognition of animal care &amp; control officers and community partners for special achievements.</li> </ul>	\$10,000.00

### COMPENSATION AND PAYMENT SCHEDULE

Pinnacle Prevention will invoice GCDHEM in a single fixed rate payment.

### WORK MADE FOR HIRE

Pinnacle Prevention acknowledges and agrees that any work product created as part of the Scope of Work provided under this agreement shall be considered a work made for hire as defined by copyright laws of the United States, and therefore the copyright to such work product shall be owned exclusively by GCDHEM.

### TERMINATION

GCDHEM and Pinnacle Prevention reserve the right to terminate the contract at any time, without penalty or recourse, by giving written notice at least fourteen (14) days prior to the effective date of such






termination. Pinnacle Prevention shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

#### ACCEPTANCE OF TERMS AND CONDITIONS

Please indicate your acceptance of the proposed rate sheet by signing and returning the enclosed copy of this agreement.

  
\_\_\_\_\_  
Gila County Division of Health and Emergency Management  
*county manager*

*6-19-17*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Adrienne Z. Udarbe  
Executive Director  
Pinnacle Prevention

*6/8/17*  
\_\_\_\_\_  
Date





### **AMENDMENT NO. 3**

*The following amendments are hereby incorporated into the agreement for the below project*

---

#### **HEALTHCARE MEDICAL WASTE SERVICES AGREEMENT**

#### **CONTAINMENT OF MEDICAL WASTE**

#### **SHERIFF'S OFFICE-JAIL**

Effective October 07, 2014, Gila County and Healthcare Medical Waste Services entered into a contract whereby Healthcare Medical Waste Services agreed to provide Containment of Medical Waste Services for the Gila County Sheriff's Office-Jail.

**Amendment No. 1 to Service the Agreement**, was issued on November 24, 2015 extending the contract term of the Agreement for one (1) one (1) year term, from October 07, 2015 to October 06, 2016 in the original contract amount of One Thousand Four Hundred Forty-Six dollars and 00/100's (\$1,446.00).

**Amendment No. 2 to the Service Agreement**, was executed on October 6, 2017 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from October 07, 2016 to October 06, 2017 in the original contract amount of One Thousand Four Hundred Forty-Six dollars and 00/100's (\$1,446.00).

The Sheriff's Office would like to increase the original contract amount of One Thousand Four Hundred Forty-Six dollars and 00/100's (\$1,446.00) by an amount of Nine Hundred Sixty dollars and 00/100's (\$960.00) due to an increase of medical waste disposal.

**Amendment No. 3 to the Service Agreement**, will serve to increase the original contract amount by \$960.00 for a new total contract amount of Two Thousand Four Hundred Six dollars and 00/100's (\$2406.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 07, 2016 to October 06, 2017 contract term.



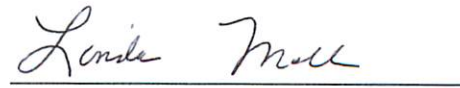
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 16<sup>th</sup> day of June, 2017.

GILA COUNTY

  
James Menlove, County Manager

Date: 6.16.17

HEALTHCARE MEDICAL WASTE SERVICES

  
Signature

LINDA MOLL  
Print Name





**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. OGBE00636**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**GENERATOR MAINTENANCE AGREEMENT**

**SHERIFF'S OFFICE**

Effective August 10, 2016, Gila County and Empire Cat entered into a contract whereby Empire Cat agreed to provide a Generator Maintenance Agreement for the Sheriff's Office.

**Amendment No. 1 to Service Agreement No. OGBE00636** was executed on April 13, 2017 to increase the contract by Eight Hundred Five dollars and 99/100's (\$805.99).

The Sheriff's Office would like to increase the amended contract amount of Two Thousand Two Hundred Nine dollars and 99/100's (\$2,209.99) by an additional Six Hundred Twenty-One dollars and 84/100's (\$621.84) to cover repairs to date; contract enrollment and service call incurred during the July 01, 2016 to June 30, 2017 contract term.

**Amendment No. 2 to Service Agreement No. OGBE00636** will serve to increase the contract by an amount of Six Hundred Twenty-One dollars and 84/100's (\$621.84).

Consequently, the contract is amended to increase the contract amount by \$621.84 for a new total contract amount of Two Thousand, Eight Hundred Thirty-One dollars and 83/100's (\$2,831.83).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the July 01, 2016 to June 30, 2017 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 16<sup>th</sup> day of June, 2017.

GILA COUNTY

John Nelson, County Manager

Date: 6.16.17

EMPIRE CAT

Signature

Brett Burns

Print Name



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

**Timothy Humphry, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Woody Cline, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

**James Menlove, County Manager**  
Phone (928) 425-3231 Ext. 8761

**Betty Hurst, Contracts Administrator**  
Phone (928) 425-3231 Ext. 4355

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 042017**  
**PUBLIC WORKS OFFICE MACHINE SERVICE**  
**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of June, **2017**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Thomas Printworks, Inc., 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 **Public Works 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 042017** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 042017** 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 042017**, 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

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. **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 [bhurst@gilacountyaz.gov](mailto:bhurst@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 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.



**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$3,500.00 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. 042017 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
James Menlove, County Manager

Date: 6.16.17

THOMAS PRINTWORKS, INC.

  
Signature

CHRIS RINCON  
Print Name



**REQUEST FOR QUOTE NO. 042017  
GILA COUNTY**



**REPAIR AND MAINTENANCE OF OFFICE MACHINERY**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of repair and maintenance of office machinery at Public Works that is no longer under warranty in located in Payson and Globe.

**Locations:**

Public Works Globe  
745 Rose Moffard Way  
Globe, AZ 85501

Payson Administration Office  
608 E. Hwy 260  
Payson, AZ 85541

Floodplain Management  
714 S. Beeline Hwy  
Payson, AZ 85541

**Scope of Work and Specifications:**

- Repair and Maintenance of HP T2300, HP N9120, HP 510, Oce Plot Wave 300 and others that may be purchased during contract
- Company must be able to respond by phone within two (2) hours to speak with Public Works Rep.
- We will need price for travel to Payson and Globe.
- Hours of normal operation.
- Hourly price per technician.
- Taxes included in prices except parts.
- Parts percentage up-charge.



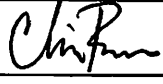
**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on, May 4, 2017 to,  
Betty Hurst, [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), fax 928-402-4386

**"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: Thomas Printworks, Inc.  
Business hours M-F 8-5.

Contractor Address: 817 E. Indian School Road Phoenix, Arizona 85014

Contractor Chris Rincon Phone# 602-264-6871  
Email Address: Chris.Rincon@Thomasprintworks.com

Contractor Signature:   
Chris Rincon

**SERVICE RATES FOR OCE' PLOTWAVE 300.**

TRAVEL FEE GLOBE	\$ <u>245.00</u> (TAXES INCLUDED)
LABOR FEE	\$ <u>145.00 PER HOUR</u> (TAXES INCLUDED)

OUR TRAVEL FEE IS BASED OF ZONE 4 RATES. ADDITIONAL TRAVEL FEES MAY APPLY FOR IF A SECOND TRIP IS REQUIRED TO REPLACE PARTS.

OUR LABOR FEE IS CHARGED IN TENTHS SO YOU WOULD BE INVOICED 14.50 PER SIX MINUTE PERIOD. WE DO NOT ROUND OUR LABOR RATE UP TO THE NEXT HOUR LIKE MOST OTHER VENDORS.

PARTS COST TO BE DETERMINED AT THE TIME OF CALL + APPLICABLE INCOMING FREIGHT.

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

OUR TRAVEL AND LABOR FEES APPLY TO EQUIPMENT INSTALLATIONS. SUPPLIES WOULD BE ADDITIONAL WITH PRICE DEPENDING ON MODEL.

WE ARE AN AUTHORIZED SERVICING DEALER FOR OCE' / CANON. THE MAINBOARD ON THE PLOTWAVE CONTROLLER IS NO LONGER AVAILABLE SO AN ENTIRE CONTROLLER UPGRADE WOULD BE REQUIRED IN CASE OF FAILURE. WE HIGHLY RECOMMEND KEEPING THIS UNIT UNDER ITS SERVICE AGREEMENT SO YOU ARE NOT RESPONSIBLE FOR THESE COSTLY REPAIRS. THE CONTROLLER UPGRADE ITSELF RUNS APPROXIMATELY 3500.00 BEFORE INSTALLATION AND LICENSE TRANSFER. WE ARE AN HP DEALER AUTHORIZED TO SERVICE THE NEWER T SERIES PLOTTERS ONLY AND CANNOT OFFER SUPPORT ON THE MODELS LISTED. WE CAN OFFER SUPPORT ON NEWLY PURCHASED UNITS AT THE ABOVE LISTED RATES. THANK YOU.

**THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov) or call 928-402-4355.**





## Support and Maintenance Agreement

6/05/2017

Page 1

### Installation Location

GILA COUNTY  
GILA COUNTY RECORDER  
1400 E. ASH STREET  
GLOBE, AZ 85501

SADIE JO BINGHAM 928 402 8740

### Description

Agreement #: 40678CONSVR  
Type: Premium Hardware  
Amount: \$1,050.00  
Effective: 7/20/2017 through 7/19/2018  
Payment Terms: Annual

Amount shown does not include applicable taxes  
See attached Terms and Conditions on page 2

### Covered Components

#### Description

Minolta RP605Z  
MINOLTA RFC11 ROLL FILM CARRIER  
MINOLTA FC5 FICHE CARRIER

#### Source HOV's Tag # Serial #

3566-18040	369227
	2197
	615617

### Covered Services

On-Site Support/Labor  
Parts  
Remote/On-Line Support  
Phone Support

Unlimited Service Calls Allowed  
Includes 1 Scheduled Preventive Maintenance Call(s)

### Notes or Considerations

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF A.R.S. 38-511  
ATTACHMENT "A" TO SERVICE AGREEMENT NO. 40678CONSVR, BY MENTION MADE A BINDING PART OF THIS AGREEMENT.

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number: TBD

P.O. Date: TBD

Signature: James Menlove

Date: 6-16-17

Printed Name: James Menlove

Title: County Manager

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

### **RETURN TO**

Source HOV - Service Administration  
11850 Hempstead Highway, Suite 270  
Houston, TX 77092  
Fax: 713-957-4858

Signature

Authorized Source HOV Representative

Date

07/20/2017



6/05/2017

## Terms and Conditions

Page 2

1. This agreement is intended to provide technical support and maintenance by Source HOV for the covered components described on page one of this document and subject to the terms and conditions described herein. This agreement shall cover support and maintenance service calls requested by customer except for those specified herein, all labor charges except for those specifically mentioned herein, and parts except for those specifically mentioned herein. Source HOV will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of Source HOV and customer observed holidays, unless otherwise specified on page one under covered services.
2. Source HOV shall diagnose and repair problems relative to the covered components. The customer shall promptly inform Source HOV of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of the Customer and Source HOV. Source HOV shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this agreement as identified in the covered services section on page one of this agreement according to the manufacturer's specifications, and the Customer's usage requirements. This agreement may also be limited to the number of on-site service calls performed during the term of the agreement as specified in the covered services section on page one. Source HOV hereby covenants and promises that it shall provide support and maintenance to the Customer on a timely basis and in a professional manner.
3. Special Conditions for Service Agreements Covering Equipment and Hardware
  - 3.1 This agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Plates, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. Source HOV will not be responsible for installing such items or damages incurred by not installing such items as required.
  - 3.2 Standard Hardware Support and Maintenance Agreement. Source HOV will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads, pick feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced Source HOV at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current Source HOV pricing. Supplies are not covered under this type of agreement.
  - Premium Hardware Support and Maintenance Agreement. Source HOV will provide maintenance according to these Terms and Conditions providing all labor, parts, and consumable items. Supplies items are not covered under this type of agreement.
4. Special Conditions Service Agreements Covering Computer Systems and Software
  - 4.1 Source HOV will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. Customer is responsible to provide such means of remote connections to the system.
  - 4.2 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by Source HOV, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.
  - 4.3 Source HOV shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. Source HOV actions necessitated by and through the above will be undertaken by Source HOV only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.
  - 4.4 Premium System Support and Maintenance Agreement. Source HOV will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.
5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners
  - 5.1 Source HOV will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Part identified by the manufacturer as consumable items shall be replaced by Source HOV at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current Source HOV pricing. Supplies are not covered under this type of agreement.
  - 5.2 Unless otherwise noted in the "Notes or Considerations" section on the first page of this agreement, Source HOV will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.
  - 5.3 Source HOV will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. SOURCE HOV shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.
  - 5.4 This agreement only covers travel expenses for scheduled preventive maintenance visits. All travel expense for non-scheduled emergency services will be billed upon completion of repair.
  - 5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by Source HOV, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.
  - 5.6 Source HOV shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. Source HOV actions necessitated by and through the above will be undertaken by Source HOV only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.
6. This agreement does not cover service, parts, components or repairs due to misuse, abuse, neglect, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non-Source HOV personnel, parts, components or attachments not supplied by Source HOV or use of supplies, parts or components not meeting Source HOV and manufacturer's specifications.
7. This agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page 1 of this Preventive Maintenance Agreement. Prior to, or upon expiration of this agreement, the customer shall be notified of the expiration of this agreement and offered a renewal agreement for a similar time period. The customer must respond to this renewal notice within 15 working days to prevent a lapse in maintenance coverage.
8. Source HOV may cancel this agreement within 30 days of written notice for the following reasons: 1) If the equipment or covered components are moved from the location specified on page 1 of this PMA. 2) If the equipment or covered components are sold, leased, or transferred to another party. 3) If the equipment or covered components are operated by any party not authorized by the customer. This agreement is based upon the equipment and covered components being operated normally by the customer. Any misuse or excessive use of the covered components that is not recommended by Source HOV or the manufacturer, may also allow Source HOV to cancel this PMA through written notice.
9. Payment for this agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. The Customer shall be invoiced for and agree to pay Source HOV any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. The Customer shall be invoiced for and agree to pay Source HOV any additional amount for devices, upgrades, special programs, and services other than those provided to the Customer by Source HOV under this Agreement. The amount of the maintenance charges under this agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority.
10. At the end of the contract period, Source HOV may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc. beyond HOV Service's control. Customer shall receive a minimum of thirty (30) days written notice for the renewal of this agreement. Should any lapse of maintenance coverage occur, Source HOV reserves the right to invoice the Customer for any time the components were not covered under this agreement.
11. **Cost of Living Adjustment.** All prices and rates contained in this Agreement are subject to an annual cost of living adjustment beginning in the thirteenth (13<sup>th</sup>) month after the service commencement date. Thereafter, adjustments shall not occur more than once in a twelve (12)-month period. The amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" shall mean Table 5 of the Employment Cost Index for Total Compensation (not seasonally adjusted), Production, Excluding Incentive Paid Occupations, December 2005 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics. No adjustment will be made to prices and rates in the event of a reduction in the ECI index. All price increases will become effective sixty (60) days after Company delivers written notice thereof to Client.
12. This agreement constitutes the entire agreement between Source HOV and the Customer. No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. The laws of the state of Texas will govern this agreement.



## ATTACHMENT "A"

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is *suspended or terminated as a result*, Firm shall be required to take such steps as *may be necessary* to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

**HOV SERVICES, INC.**



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

\_\_\_\_\_  
Ronald Cogburn

**Print Name**

\_\_\_\_\_  
CEO

**Title**

\_\_\_\_\_  
*June 5, 2017*

**Date**

CONTRACTS DEPT APPROVED AS TO FORM 06/05/2017 RSE/
---





Mohave Educational Services Cooperative Contract 15M-KMBS-0128

## Maintenance Agreement

### Customer Information

Sold to Acct #:	Payer/Bill to Acct #:	Ship to Acct #:
Name: <u>Gila County</u>	Name: <u>Same</u>	Name: <u>Same</u>
Attn/Dept: <u>Finance</u>	Attn/Dept:	Attn/Dept:
Ste/Rm:	Ste/Rm:	Ste/Rm:
Address: <u>1400 E. Ash Street</u>	Address:	Address:
City: <u>Globe</u>	City:	City:
State: <u>AZ</u> Zip: <u>85501</u>	State: Zip:	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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No PO Number: PO Expiration Date: PO must be attached when applicable.		
<input checked="" type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO PO Contact: <u>Stephanie Chaidez</u> Email: <u>schaidez@gilacountyaz.gov</u> Ph: <u>928-402-8897</u>		
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: Email: Ph:		

### Coverage / Billing Options

Coverage:	<input checked="" type="checkbox"/> Supply Inclusive	<input checked="" type="checkbox"/> Staples Included
Initial Term in Months:	<input type="checkbox"/> 60	
Flat Rate Frequency:	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually
Meter Frequency:	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually
Effective Date:	<input type="checkbox"/> On Install	<input checked="" type="checkbox"/> Date: <u>4/5/2017</u>
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS	<input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)

### Maintenance Pricing

MFP				Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Internal Use	
Item	Model Description	Serial Number	Type					MA #:	
1	BH601	A0PP011008643	Color						
			B/W		\$84.22		347,936		
2			Color						
			B/W						
3			Color						
			B/W						
4			Color						
			B/W						
5			Color						
			B/W						
6			Color						
			B/W						

☐ Additional Equipment on Schedule B

### Comments

Inspection was completed on 4/5/17 to reinstate maintenance plan using the Mohave Contract -15M-KMBS-0128. Bill quarterly through June 30, 2017 and then begin annual - 7/1/17-6/30/18.

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: <u>James Menlove</u>	KMBS Representative: <u>Chip Ryan</u>
Customer Title: <u>County Manager</u>	KMBS Manager Name: <u>Eric Crane</u>
Customer Signature: <u>James Menlove</u> Date: <u>6-16-17</u>	KMBS Manager Signature: <u>Eric Crane</u> Date: <u>4/5/17</u>

### For Internal Use

Maintenance: <input type="checkbox"/> with Equipment Order <input checked="" type="checkbox"/> Maintenance Only <input checked="" type="checkbox"/> Billed by KMBS <input type="checkbox"/> Billed by Lease Company <input type="checkbox"/> Dealer Serviced	Sales District: <u>94109</u>
Originating: <u>9416847</u>	Processed: <input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor
Order Taking: <u>9416847</u>	
Servicing: <u>9416847</u>	





## **AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 071415-1**

*The following amendments are hereby incorporated into the agreement for the below project*

---

### **URRD/PGC CONTRACT**

#### **COMMUNITY SERVICES-HOUSING**

**Effective** July 29, 2015, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide URRD/PGC services for the Office of Community Services-Housing.

**Amendment No. 1 to Service Agreement No. 071415-1** was executed on May 25, 2016 to increase the original contract amount of \$9,000.00 by an amount of Two Thousand Seven Hundred Fifty dollars and 00/100's (\$2,750.00) for a new total contract amount of Eleven Thousand Seven Hundred Fifty dollars and 00/100's (\$11,750.00).

**Amendment No. 2 to Service Agreement No. 071415-1** was executed on July 20, 2016 to extend the agreement from July 29, 2016 to July 28, 2017 and to decrease the original contract amount of \$9,000.00 by an amount of Two Thousand dollars and 00/100's (\$2,000.00) for a new total contract amount of Seven Thousand dollars and 00/100's (\$7,000.00).

**Amendment No. 3 to Service Agreement No. 071415-1** was executed on November 23, 2016 to increase the amended contract amount of \$7,000.00 by Two Thousand Two Hundred Six dollars and 79/100's (\$2,206.79) for a new total contract amount of Nine Thousand Two Hundred Six dollars and 79/100's (\$9,206.79) *if required or requested*, during the July 29, 2016 to July 28, 2017 renewal period.

Community Services would like to increase the amended contract amount of Nine Thousand Two Hundred Six dollars and 79/100's (\$9,206.79) by Two Thousand, Four Hundred Eight dollars and 75/100's (\$2,408.75) for completing initial scope of work on homes for URRD clients for the remainder of the July 29, 2016 to July 28, 2017 term of the contract.

**Amendment No. 4 to Service Agreement No. 071415-1** will serve to increase the amended contract amount of \$9,206.79 by Two Thousand Four Hundred Eight dollars and 75/100's (\$2,408.75) for a new total contract amount of Eleven Thousand, Six Hundred Fifteen dollars and 54/100's (\$11,615.54), for the July 29, 2016 to July 28, 2017 renewal period.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the July, 29, 2016 to July 28, 2017 period.



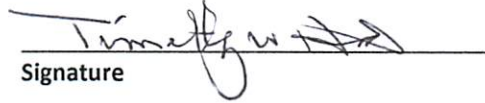
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 16<sup>th</sup> day of June, 2017.

GILA COUNTY

  
James Menlove, County Manager

Date: 6-16-17

EARTHQUEST PLUMBING, INC.

  
Signature

Timothy W. Haas  
Print Name



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

Timothy Humphrey, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Woody Cline, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

John Nelson., County Manager  
Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 032717**  
**ROLL DOWN BLINDS FOR GLOBE COURTHOUSE SECURITY ENTRANCE**  
**FACILITIES MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of June, 2017, 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 Management** 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 032717** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 032717** 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 032717**, 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. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

**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. 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 in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 [bhurst@gilacountyaz.gov](mailto:bhurst@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 - ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.



**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12– 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 13 – 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 14 – 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 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through July 31, 2017.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1,853.65 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. 032717 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



John Nelson, County Manager

KINO FLOORS & INTERIORS, LLC



Signature

Date:

6-16-17

DALE FLETCHER

Print Name



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

Timothy Humphrey, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Woody Cline, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

John Nelson, County Manager  
Phone (928) 425-3231 Ext. 8761

James Menlove, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 033017**  
**CLEAN BURN RECYCLED OIL FURNACES**  
**AUTO EQUIPMENT MAINTENANCE SHOP**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of June, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Lindauer Enterprises Heating & Cooling, Inc., of the City of Peoria, 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 Equipment Maintenance 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 033017** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 033017** 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 033017**, 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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. **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 in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 [bhurst@gilacountyaz.gov](mailto:bhurst@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 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.



**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12– 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 13 – 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 14 – 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 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1,500.00 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. 033017** has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
John Nelson., County Manager

Date: 6-27-17

LINDAUER ENTERPRISES HEATING & COOLING, INC.

  
\_\_\_\_\_  
Signature

Stacy Lindauer  
\_\_\_\_\_  
Print Name



## Lindauer Enterprises Heating/Cooling, inc.

Sales, Service and Installation

10/3/16

Gila County  
5320 E. Hwy 260  
Star Valley, AZ 85541  
attn: Glen Farnham

Glen,

Per your request the following is a breakdown of our pricing to come up and do a maintenance on your clean burn oil furnaces.

Travel time is 2 hours there and 2 hours back at \$90.00 per hour.  
2 hours per unit to brush and clean and check all filters \$90.00 per hour for the first man  
2 hours for a helper at \$50.00 per hour  
Protective equipment \$30.00 (bunny suits and masks)  
Vacuum bags \$48.00  
Misc. shop towels and cleaner \$20.00  
special rods and brushes for cleaning \$12.00

Total Annual Maintenance would be \$1310.00

If any parts are needed the mark up is 30%

If you should have any other questions, please give me a call at 623-266-3551

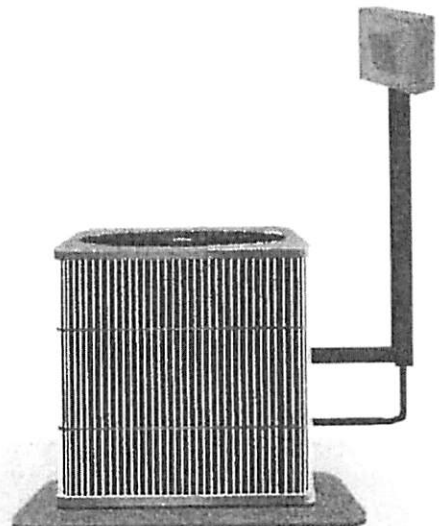
Sincerely,



Tony Lindauer

8540 W. Avenida Del Sol  
Peoria, AZ 85383  
ROC 177963, 177964

623-266-3551





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

Timothy Humphrey, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Woody Cline, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

James Menlove, County Manager  
Phone (928) 425-3231 Ext. 8761

Betty Hurst, Contracts Administrator  
Phone (928) 425-3231 Ext. 4355

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 062617**

**BODY REPAIR VEHICLE B-202**

**GLOBE SHOP**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of June, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Miami's Finest Custom Auto Painting, 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 and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Globe 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 062617** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 062617** 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 062617**, 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

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. **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 [bhurst@gilacountyaz.gov](mailto:bhurst@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 - ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.



**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through July 31, 2017.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$3,297.32 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. 062617 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

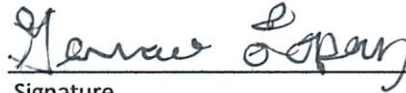


James Menlove, County Manager

Date:

6-27-17

MIAMI'S FINEST CUSTOM AUTO PAINTING



Signature

Genaro Lopez

Print Name





Jerry Lopez  
 Miami's Finest Custom Auto Painting  
 317 W. Live Oak St.  
 Miami, AZ 85539  
 Business Phone: 928-473-4435  
 Fax Number: 928-473-9017  
 Work Phone: 928-473-4435  
 lopezfinest01@yahoo.com

**Estimate**  
 Est #519, ID #4869438

*B202*  
*fixt*  
*G20875*

Vehicle Info	VIN	Color Ext. / Int.	License (St.)	Miles In / Out
2011 Ford F150 Pickup XLT 2 Door Regular Cab 145" WB 8 Foot Bed 2WD 3.7L 6 Cyl Gas Injected	1FTMF1CM5BFB46799	/		0 / 0

#### Owner

Gila County  
 Globe, AZ

Description	Part #	Price	Qty	Labor	Paint	Other
<b>CAB</b>						
Repair R CAB DOOR OPENING FRAME 1.6hrs. Clearcoat	9L3Z 15211A10 A			4.0 Body hrs.	4.0 hrs. 1.6 hrs.	
<b>FRONT DOOR</b>						
Repair R FRT DOOR SHELL 1.0hrs. Clearcoat	AL3Z 1820124 C			8.0 Body hrs.	2.4 hrs. 1.0 hrs.	
R&I R FRT DOOR REAR VIEW MIRROR	9L3Z 17682 EC			0.3 Body hrs.		
R&I R FRT OTR DOOR BELT MOULDING	6L3Z 1821452 A			0.3 Body hrs.		
R&I R FRT DOOR TRIM PANEL ASSY	BL3Z 1823942 PB			0.5 Body hrs.		
R&I R FRT DOOR OUTSIDE HANDLE	CL3Z 1522404 AA			0.4 Body hrs.		
<b>PICKUP BED</b>						
Replace R PICKUP BED SIDE PANEL 1.2hrs. Clearcoat	9L3Z 8427840 B	\$664.40	1	12.0 Body hrs.	3.0 hrs. 1.2 hrs.	
Refinish Hazardous Waste Removal		\$10.00	1			
Refinish Cover For Paint		\$10.00	1			

## Totals

Type	Hours	Rate/hr	Total	Taxable
OEM Parts			\$664.40	✓
Other Parts			\$20.00	✓
Body Labor	25.5	\$54.00	\$1,377.00	
Paint Labor	13.2	\$54.00	\$712.80	
Paint Supplies	13.2	\$32.00	\$422.40	✓
Taxable Amount			\$1,106.80	
Tax 9.100%			\$100.72	
Nontaxable Amount			\$2,089.80	
Grand Total			\$3,297.32	
Net Total			\$3,297.32	





#### **AMENDMENT NO. 4**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

### **LIMITED SERVICES CONTRACT PROFESSIONAL DRUG TESTING LABORATORY FOR DETECTION OF CHEMICAL SUBSTANCES OR ALCOHOL**

#### **REDWOOD TOXICOLOGY LABORATORY**

Effective July 1, 2013, Gila County and Redwood Toxicology Laboratory entered into a contract whereby Redwood Toxicology Laboratory agreed to provide Professional Drug Testing Laboratory for the detection of chemical substances or alcohol, as requested by the Gila County Superior Court. Per Section I, TERM OF CONTRACT, the contract period may be renewed by Gila County, for four (4) additional one (1) year periods.

Amendment No. 1 was executed on June 11, 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.

Amendment No. 2 was executed on June 17, 2015 to extend the contract term for one (1) year from July 1, 2015 to June 30, 2016 with the total annual compensation of the contract not to exceed \$35,000.00.

Amendment No. 3 was executed on June 17, to extend the contract term for one (1) year from July 1, 2016 to June 30, 2017 with the total annual compensation of the contract not to exceed \$35,000.00.

The contract expires June 30, 2017. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2017, to June 30, 2018.

**Amendment No. 4** will serve to extend the contract period from July 1, 2017 to June 30, 2018.

**Further**, Amendment No. 4 will serve to decrease the original contract amount of \$35,000.00 by Thirty Thousand dollars and 00/100's (\$30,000.00).

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, 2017 to June 30, 2018 extension exceed \$5,000.00, 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 27<sup>th</sup> day of June, 2017.

**GILA COUNTY**

  
James Menlove, County Manager

**REDWOOD TOXICOLOGY LABORATORY**

  
Authorized Signature



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

Timothy Humphrey, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Woody Cline, District III  
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(928) 425-3231 Ext. 8511



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

James Menlove, County Manager  
Phone (928) 425-3231 Ext. 8761

Betty Hurst, Contracts Administrator  
Phone (928) 425-3231 Ext. 4355

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 062617-1**

**BODY REPAIR VEHICLE B-170**

**GLOBE SHOP**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of June, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and McSpadden Ford Collision Center, 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 **Globe 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 062617-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 062617-1** 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 062617-1**, 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

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. **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 [bhurst@gilacountyaz.gov](mailto:bhurst@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 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.



**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through July 31, 2017.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1,867.64 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. 062617-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

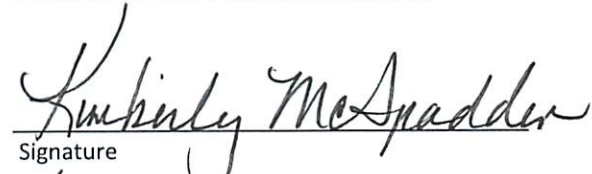
GILA COUNTY



James Menlove, County Manager

Date: 6-27-17

MCSPADDEN FORD COLLISION CENTER



Signature

Kimberly McSpadden

Print Name





Date: 6/7/2017 09:58  
 Estimate ID: 478  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell  
 Quote ID: 20281675



## Mcspadden Ford Collision Center

750 N Broad st PO BOX 2749, GLOBE, AZ 85502  
 (928) 425-4491 ext. 501  
 Tax ID: 86-0224424

Damage Assessed By: Craig Johnson  
 Classification: None

Condition Code:  
 Deductible: UNKNOWN

Owner: ROLIENE MEASELES  
 Address: GLOBE 85501  
 Telephone: Work Phone: (928) 402-8534

Mitchell Service: 910647

Description: 2008 Chevrolet Tahoe LS  
 Body Style: 4D Ut  
 VIN: 1GNFK13038R169482  
 Mileage: 147,867  
 OEM/ALT: A  
 Color: GOLD  
 Options:

Vehicle Production Date: 08/11  
 Drive Train: 5.3L Inj 8 Cyl 4WD  
 License: CJ 5095 AZ

Search Code: B705208

PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING  
 REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL  
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC  
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, LUGGAGE RACK, ANTI-LOCK BRAKE SYS.  
 TRACTION CONTROL, RUNNING BOARDS, ALUM/ALLOY WHEELS  
 TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT, LEATHER STEERING WHEEL  
 SATELLITE RADIO, CD PLAYER, TOW HITCH RECEIVER, POWER ADJUSTABLE EXTERIOR MIRROR  
 4WD OR AWD, PRIVACY GLASS, TELEMATIC SYSTEMS  
 REAR HEATING, VENTILATION & AIR CONDITIONING, CLOTH SEAT, 4 WHEEL DRIVE  
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION  
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER  
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT  
 ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT  
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	002448	BDY	OVERHAUL	Frnt Bumper Cover Assy			2.8 #
2	002449	BDY	REMOVE/REPLACE	Frnt Add w/Fog Lamps			0.3
3	002416	BDY	REMOVE/REPLACE	Frnt Bumper Cover	** QRP Certified	309.00	INC #
4		REF	REFINISH	Frnt Bumper Cover			C 2.9
<u>Front Lamps</u>							
5	001843	BDY	REMOVE/INSTALL	L Front Combination Lamp			INC #
6		BDY	REMOVE/INSTALL	Frnt Bumper Cover			INC #
7	000138	BDY	REMOVE/REPLACE	L Frnt Combination Lamp Assembly	** QRP Certified	134.00	0.4 #
8		BDY	CHECK/ADJUST	Headlamps			0.4
<u>Hood</u>							
9	003097	BDY	REPAIR	Hood Panel	Existing		1.0*
10		REF	REFINISH	Hood Outside			C 3.0
<u>Front Fender</u>							
11	004382	BDY	REMOVE/INSTALL	L Fender Splash Guard			0.2
12	000312	BDY	REPAIR	L Fender Panel	Existing		1.5* #
13		REF	REFINISH	L Fender Outside			C 1.6

### Additional Costs & Materials

ESTIMATE RECALL NUMBER: 06/07/2017 09:58:17 478

Mitchell Data Version: OEM: MAY\_17\_V  
 MAPP: MAY\_17\_V

Software Version: 7.1.220

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Page 1 of 3

B-170 SLO C-20754

2017-00000555





Date: 6/7/2017 09:58 AM  
 Estimate ID: 478  
 Estimate Version: 0  
 Preliminary  
 Profile ID: Mitchell  
 Quote ID: 20281675



14	936012	ADD'L COST	Hazardous Waste Disposal	
			<u>Additional Operations</u>	
15	REF	ADD'L OPR	Clear Coat	2.1
16	933005	BDY	Restore Corrosion Protection	1.0*
17	933018	REF	Mask For Overspray	5.00 * 0.3*
			<u>Additional Costs &amp; Materials</u>	
18		ADD'L COST	Paint/Materials	326.40 *

\* - Judgment Item  
 # - Labor Note Applies  
 \*\* QRP Certified - Quality Replacement Parts - Certified  
 C - Included in Clear Coat Calc

KEYSTONE-INS QUALITY PRT  
 3024 S. 40TH ST.  
 PHOENIX  
 AZ 85040  
 (800) 551-5605 (602) 272-5911

3	** GM1000830C	309.00
7	** GM2502263C	134.00

### Estimate Totals

												Amount
I.	Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II.	Part Replacement Summary				Amount
	Body	7.6	60.00	0.00	0.00	456.00		Taxable Parts				443.00
	Refinish	9.9	60.00	5.00	0.00	599.00		Sales Tax @ 8.900%				39.43
	Non-Taxable Labor					1,055.00		Total Replacement Parts Amount				482.43
	Labor Summary	17.5				1,055.00						
III.	Additional Costs					Amount	IV.	Adjustments				Amount
	Taxable Costs					3.50		Customer Responsibility				0.00
	Sales Tax		@	8.900%		0.31						
	Non-Taxable Costs					326.40						
	Total Additional Costs					330.21						
	Paint Material Method: Rates											
	Init Rate = 34.00 , Init Max Hours = 99.9, Addl Rate = 0.00											
							I.	Total Labor:				1,055.00
							II.	Total Replacement Parts:				482.43
							III.	Total Additional Costs:				330.21
								Gross Total:				1,867.64
							IV.	Total Adjustments:				0.00
								Net Total:				1,867.64

ESTIMATE RECALL NUMBER: 06/07/2017 09:58:17 478

Mitchell Data Version: OEM: MAY\_17\_V

MAPP: MAY\_17\_V

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Software Version: 7.1.220

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Date: 6/7/2017 09:58  
Estimate ID: 478  
Estimate Version: 0  
Preliminary  
Profile ID: Mitchell  
Quote ID: 20281675



This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact

11 Left Front Corner (P), 10 Left Front Side (S)

ESTIMATE RECALL NUMBER: 06/07/2017 09:58:17 478

Mitchell Data Version: OEM: MAY\_17\_V  
MAPP: MAY\_17\_V

Software Version: 7.1.220

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**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 072116**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**PRESSURE WASHER SERVICE AND REPAIR**

**SUPERIOR CLEANING EQUIPMENT, INC.**

**Effective** August 17, 2016, Gila County and Superior Cleaning Equipment, Inc. entered into a contract whereby Superior Cleaning Equipment, Inc. would provide Pressure Washer Service and Repair.

**Service Agreement No. 072116** will expire on June 30, 2017. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

**AMENDMENT NO. 1 to Service Agreement No. 072116**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from July 1, 2017 to June 30, 2018, for a contract amount not to exceed One Thousand Five Hundred dollars and 00/100's (\$1,500.00) 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 01, 2017 to June 30, 2018 renewal period.

**IN WITNESS WHEREOF**, two (2) identical copies 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<sup>th</sup> day of June, 2017.

GILA COUNTY:

John Nelson, County Manager

SUPERIOR CLEANING EQUIPMENT, INC.

Signature

Date: 6.27.17

SHANE Bouchard

Print Name



# **SUPERIOR**

## **cleaning equipment inc.**

**It's a dirty world.™ We can help.**

**P.M. Agreement  
for Gila County Landfill  
June 21, 2017**

Preventative Maintenance agreements are offered to ensure that you receive the best performance of your equipment. We have found that following a detailed maintenance plan will not only increase the life of the equipment, but will also reduce the chance of a major equipment failure which would result in costly down time for the equipment.

**Purpose of Agreement** – Superior Cleaning Equipment agrees to provide the maintenance program as described below, for the equipment described in Schedule B of this agreement. The program will include labor and any consumable items used during the servicing of the equipment. Any further parts or repairs needed outside of this agreement will be quoted prior to performing said repairs.

**Customer Responsibility** – It is the responsibility of the customer to perform any routine inspection of equipment as set forth in the operations manual provided with the equipment. Daily and monthly checks not included with this agreement as explained in Schedule B of this agreement.

**Excluded Services and Repairs** - Superior Cleaning Equipment and the customer agree that this agreement does not cover services or repair to the equipment due to fire; theft or vandalism; mishandling or negligent operation by the customer or third parties including but not limited to the failure to perform the routine maintenance as described in schedule B of this agreement.

**Monthly Invoicing of Charges** - Superior Cleaning Equipment will invoice the customer at the rates specified on schedule B. The customer shall make payment of the invoice, including applicable taxes, Net 30, with interest to accrue at the rate of one and one-half percent per month on any invoice not paid by the first day of the next calendar month.

**Maintenance and Repair Records** - Superior Cleaning Equipment agrees to keep all maintenance and repair records they complete on the equipment.

**Location of Servicing and Repairs, Emergency Services and Repairs** - Superior Cleaning Equipment and the customer agree that routine maintenance services and minor and major repair will be performed according to schedule B, at the location listed in Schedule B. Service and repairs performed on an emergency basis will be done so at the rates described in Schedule B for emergency repairs.

**Access to Equipment-** Reasonable access to equipment is expected. The customer shall be responsible for setting the machine up to be operated. Preventative Maintenance Services will be scheduled during Superior Cleaning Equipment's normal business hours.

**Limit of Liability-** Superior Cleaning Equipment, Inc. makes no warranties of any kind, express or implied, except that parts sold shall be free from defects in workmanship and material, under normal use and service, for the time periods as established by the part manufacturers. The sole responsibility of Superior Cleaning Equipment is to repair and it shall not be liable for any special indirect or consequential damages, including loss of time, inconvenience, loss of use of the equipment or commercial. In no case shall Superior Cleaning Equipment's liability exceed the price paid to Superior Cleaning Equipment for the specific services giving rise to such liability.



**Phoenix**  
4422 E. University Drive  
Phoenix, AZ 85034  
**Phone:** (800) 635-4903  
**Fax:** (602) 254-9048

**San Diego**  
8180-82 Miramar Road  
San Diego, CA 92126  
**Phone:** (866) 530-2122  
**Fax:** (858) 530-0864

**info@sceclean.com**

**www.sceclean.com**



**Termination –**

- A. Without Cause** – Notwithstanding anything to the contrary in this agreement, each party shall have the right to terminate this agreement without cause by giving the other party notice, specifying a termination date not less than thirty days after the date of the notice. This agreement and all further rights and obligations of the parties shall terminate on the specified termination date.
- B. With Cause** – In the event that either party fails to perform any obligation under this agreement, the other party, notwithstanding anything to the contrary in this agreement, shall have the right to terminate this agreement by giving the party notice of termination stating with reasonably clarity the reason for such termination. Twenty-four (24) hours after such notice is sent to the other party, this agreement and all further rights and obligations of the parties under this agreement shall terminate. In the event of such a termination, Superior Cleaning Equipment, shall be paid all sums due under this agreement, prior to the date such notice is sent, subject to an offset for any damages resulting from its failure to perform its obligations under this agreement.

Dated: June 21, 2017

Superior Cleaning Equipment, Inc.

By: Shane Bouchard

Title: Sales Manager

Dated: 6-27-17

By: 

Title: County manager

(Must be signed by an authorized officer or agent of the customer)



## **SCHEDULE B Maintenance Agreement**

We offer two types of P.M. Agreements.

**Option A:** Our standard P.M. is where we come out and perform a set checklist of items (see below) to insure your equipment is running optimally and trying to catch small things before they turn into large things. We then charge a discounted rate for the labor and parts that need to be done at that times. We bill extra for that at the time of service.

**Option B:** We charge a flat monthly P.M. rate that includes everything except soap, wands, guns and hoses, All else is covered. All maintenance chemicals, consumables, microbes, couplers, nipples, pump repairs, coils, pumps, floats, motors, etc. are covered.

**Option B: (All Inclusive P.M. Service includes all repairs & parts. See exclusions above.)**

Rate of Service: \$275.00  
Effective Date: June 21, 2017  
Expiration Date: June 21, 2019  
Frequency: Quarterly

### **Equipment Covered by Maintenance Agreement:**

<b>Year:</b>	<b>Equip. Type:</b>	<b>Manufacturer:</b>	<b>Model:</b>	<b>Serial:</b>
1999	Pressure Washer	Landa	SEHW4-30021A	P0699-20181

Superior Cleaning Equipment agrees to perform the following maintenance for the term of this agreement as follows.

**Date:** June 21, 2017  
**Company:** Gila County Landfill  
**Contact Person:** Betty Hurst  
**Equipment Location:** 5891 Hope Lane, Globe, AZ, 85501  
**Phone:** (928) 402-4355  
**email:** bhurst@gilacountyaz.gov>

### **Preventative Maintenance Service –Pressure Washers:**

- Check drive belts for tension and wear; adjust.
- Check pressure and temperature levels; adjust.
- Check coil for soot deposits and lime build up.
- Check fuel filter for excessive dirt and soil deposits; replace as required.
- Check pump oil levels; add or change oil as needed. (Landa Pump Oil)
- Check nozzles, for damage or wear; replace as needed.
- Check hoses for breaks or leaks.
- Check couplers for O-ring wear and coupler damage. Replace O-Rings if necessary.
- Check burner for proper operation; adjust air and electrodes as needed.
- Check pump for proper operation and inspect for leaks.
- Test unloader valve for excessive wear.
- Check and clean oil filter (where installed); replace as needed.

All work areas are to be free of debris. A clean work area is a safe work area and both SCE and customer should work together to make sure all wash and equipment areas are clean, power washed and no excess trash is present. At the time of service, if any additional repairs are needed to the system that are not covered by warranty, any consumables needed, or user error



repairs needed, we will discount the parts 10% off of our list price and the hourly rate will be discounted to \$85.00 per hour. Any other service calls necessary will be charged a service call fee and will be billed at your discounted rate of \$85.00 per hour. Emergency service is available after hours at a rate of \$150.00 per hour. A 1-hour minimum charge will be incurred for emergency repair service and travel time will be invoiced at \$95.00 per hour.

It is understood the customer will be responsible to perform the daily and weekly checks as described in the operator's manual. The customer also understands that any additional repairs or parts needed which are not outlined in this Schedule B will be at an additional cost above and beyond the cost noted above in the rate of service.

\_\_\_\_\_ Initial/Date

6/21/2017



## CONTRACT AGREEMENT

Contract Name: Door Reconstruction for Two Buildings

Contract No.:

ADSP013-043962 State of  
Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will serve to extend the term of the contract through August 04, 2017. Facilities would like the work to coincide with the completion of the First Floor Courthouse project, which has been extended. Copper Building Probation needs a door moved for security reasons with their clients that was not considered during design. Public Works Admin Building doors will be removed and opening will be filled in to make a center opening for just one metal door.

Contract End Date: 08-04-17

Renewal Option: ☐ Yes  
☒ No

Maximum Dollar Limit: N/A

### Contract Information

Firm Name: SD Crane

Contact Person: Keith Burns

Address: 1901 E University Dr Suite 300

Phone No: 480-832-1777

City: Mesa

State: AZ

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with SD Crane, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP011-013788-ez, approved this 27th day of June, 2017.

GILA COUNTY MANAGER

  
James Menlove





## **AMENDMENT NO. 1 to LEASE AGREEMENT**

*The following amendments are hereby incorporated into the agreement for the  
below project*

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**GILA COUNTY DIVISION OF HEALTH  
AND  
HIGH DESERT HUMANE SOCIETY, INC.**

Effective May 25, 2016, Gila County Division of Health and High Desert Humane Society, Inc. entered into a Lease Agreement whereby the Gila County Division of Health and Emergency Services is leasing the building and kennels utilized by Gila County Rabies and Animal Control at 700 Shelter Lane, Globe, Arizona, 85501.

The Lease Agreement expires on June 30, 2017. Per Item #2-Term, upon agreement of both parties, the lease may be extended for two (2) additional one (1) year terms.

Amendment No. 1 to the Lease Agreement will exercise the option to renew the term of the lease Agreement for one (1), one (1) year term, from July 1, 2017 to June 30, 2018.

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2017 to June 30, 2018 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<sup>th</sup> day of June 2017.

**GILA COUNTY**

  
John Nelson, County Manager

**HIGH DESERT HUMANE SOCIETY, INC.**

  
Signature

Print Name Cheryl Brazell